853.

SUPREME COURT OF THE UNITED STATES.

Nos. 21 and 22.

ROBERT HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, AND REBECCA P. HUDGINS, EXECUTRIX OF ALBERT G. HUDGINS, DEC'D, APPELLANTS,

vs.

WYNDAM KEMP, ASSIGNEE IN BANKRUPTCY OF JOHN L. HUDGINS;

AND

ELLIOTT W. HUDGINS AND JOHN L. HUDGINS, APP'TS,

vs.

WYNDAM KEMP, ASSIGNEE IN BANKRUPTCY OF JOHN L. HUDGINS.

Additional Record.

Clerk's office of the Circuit Court of the United States for the fourth Circuit and District of Virginia.

WYNDHAM KEMP, assignee in bankruptcy of John L. Hudgins, Plaintiff, against ROBERT W. HUDGINS, JOHN L. HUDGINS, ELLIOTT W. HUDGINS, and REBECCA P. HUDGINS, executrix of Albert G. Hudgins, deceased, Defendants.	In chancery.
SAME, Plaintiff, against ELLIOTT W. HUDGINS and JOHN L. HUDGINS, Defendants.	In chancery.

The following are copies of papers filed as exhibits in said suits, and which do not appear to have been copied in the records sent to the Supreme Court of the United States, to wit: copies of the executions

marked "B," "C," "D," "E," "G," "H," "I," and "K", referred to in the deposition of John Bohannan, jr., and annexed to the same.

"B."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of Thomas Hudgins and John L. Hudgins, in your bailiwick, you cause to be made three thousand two hundred and eleven dollars and eighty-four cents, which John F. Webb, ass'ee of Joseph G. Lindsay, late in our circuit superior court of law and chancery for the county of Mathews, hath recovered against them by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale, also five dollars and 61 cents, which to the said John F. Webb, ass'ee as aforesaid, in the same court, were adjudged for his costs by him in that behalf expended, whereof the said Tho. Hudgins and Jno. L. Hudgins are convict, as appears to us of record, and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in July next, to render to the said John F. Webb, ass'ee as aforesaid of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 27th day of April, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER.

Memo.—The within execution is to be discharged by the payment of one thousand six hundred and five dollars and ninety-two cents, with interest thereon, to be computed after the rate of six per centum per annum from the 20th day of January, 1842, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.

This execution being in the hands of the sheriff on the 30th April, 1842, and binding the effects of Thomas Hudgins, $619 59 was made out of the sales of the said Hudgins's property; see account sales filed in R. C. Mavon's execution vs. said Hudgins & Dunlary, and paid to plts. atto. as per his receipt hereon; and the remainder of the execution being for my benefit, as appears from the endorsement of said atto., which amounts to $1,120 48, has been paid to me out of the sales of Thomas Hudgins's property by S G. Miller, Jno. H. Diggs, and Jno. Bohannon, jr., trustees for said Hudgins.

JNO. H. DIGGS, *D. S.*,
For E. JONES, *S. M. C.*

Copies. Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's endorsement, to wit: "Came to hand 30th Ap'l, '42."

Copy. Teste: SHEPARD G. MILLER, *C. C.*

"C."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of Thomas Hudgins and John L. Hudgins, in your bailiwick, you cause to be made two hundred and fifty-seven dollars and 70 cents, which James F. Hunter, late in our circuit superior court of law and chancery for the county of Mathews, hath recovered against them by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale, also five dollars and 61 cents, which to the said James F. Hunter, in the same court, were adjudged for his costs by him in this behalf expended, whereof the said Th. Hudgins and Jno. L. Hudgins are convict, as appears to us of record, and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in July next, to render to the said James F. Hunter of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 27th day of April, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER.

Memo.—The within execution is to be discharged by the payment of *of* one hundred and twenty-eight dollars and eighty-five cents, with interest thereon, to be computed after the rate of six per centum per annum from the 7th day of December, 1841, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.

This execution being in the hands of the sheriff on the 30th April, 1842, was satisfied and paid out of the funds arising from the sales of property conveyed by Thos. Hudgins to S. G. Miller, John H. Diggs, and John Bohannon, jr., trustees for the benefit of his creditors.

JNO. BOHANNON, *D. S.*
For EDMUND JONES, *Sheriff.*

Copies. Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's endorsement on this execution, to wit: Came to hand 30th April, 1842.

ED. JONES, *Sh'ff.*

A copy. Teste: SHEPARD G. MILLER, *C. C.*

"D."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of Thomas Hudgins and John L. Hudgins, in your bailiwick, you cause to be made seven hundred and eleven dollars and 94 cents, which John Dixon, James

F. Hunter and John Hipkins, merchants and partners, trading under the firm of Dixon, Hunter and Hipkins, in our circuit superior court of law and chancery, of the county of Mathews, have recovered against them by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale, also five dollars and 61 cents, which to the said Dixon, Hunter and Hipkins, in the same court, were adjudged for their costs by them in that behalf, whereof the said Thos. Hudgins and Jno. L. Hudgins are convict, as appears to us of record, and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in July next, to render to the said Dixon, Hunter and Hipkins, of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 27th day of April, 1842, and in the 66th year of the Commonwealth.

SHEPARD G MILLER, *C. C.*

Memo.—The within execution is to be discharged by the payment of three hundred and fifty-five dollars and 97 cents, with legal interest thereon, from the 20th day of November, 1841, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.

This execution being in the hands of the sheriff on the 30th of April, 1842, was satisfied and paid out of the funds arising from the sales of property conveyed by Thomas Hudgins to S. G. Miller, Jno. H. Diggs, and John Bohannon, jr., trustees for the benefit of his creditors.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *Sh'ff.*

Copies. Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's endorsement on execution, viz: Came to hand 30th April, 1842.

ED. JONES, *Sh'ff.*

A copy. Teste: SHEPARD G. MILLER, *C. C.*

"E."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of Thomas Hudgins and John L. Hudgins, in your bailiwick, you cause to be made four hundred and forty dollars 66 cents, which Thomas Henderson, ass'ee of Joseph R. Gayle, who is adm'or of Thomas Hall, late in our circuit superior court of law and chancery for Mathews county, hath recovered against them by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale, also five dollars and 61 cents, which to the said Thomas Henderson, ass'ee, in the same

court, were adjudged for his costs by him in that behalf expended, whereof the said Thos. Hudgins and Jno. L. Hudgins are convict, as appears to us of record, and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in July next, to render to the said Thomas Henderson, ass'ee as aforesaid, of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 27th day of April, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER.

Memo.—The within execution is to be discharged by the payment of two hundred and twenty dolls. and 33 cents, with interest thereon, to be computed after the rate of six per centum per annum, from the 20th day of November, 1841, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.

This execution being in the hands of the sheriff on the 30th April, 1842, was satisfied and paid out of the funds arising from the sales of property conveyed by Thomas Hudgins to S. G. Miller, Jno. H. Diggs, and Jno. Bohannon, trustees, for the benefit of his creditors.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *Sh'ff.*

Copies. Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's endorsement: "Came to hand 30th April, 1842. Ed. Jones, Sh'ff."

Copy. Teste: SHEPARD G. MILLER, *C. C.*

"G."

The Commonwealth of Virginia, to the Sheriff of Matthews county, greeting:

We command you, that of the goods and chattels of John H. Dunlary and John L. Hudgins, joint obligors with Thomas Hudgins, in your bailiwick, you cause to be made one hundred and nineteen dollars and sixteen cents, which James Ferguson and Aaron Milhado, merchants and partners trading under the firm and style of Ferguson & Milhado, late in our county court of Matthews, have recovered against them by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale, also five dollars and 43 cents which to the said Ferguson & Milhado in the same court were adjudged for their costs by them in this behalf expended, whereof the said Jno. H. Dunlary and Jno. L. Hudgins are convict, as appears to us of record, and that you have the same before the justices of our said court, at the court-house of our said county of Mathews, on the second Monday in August next, to render to the said Ferguson and Milhado of the debt and costs aforesaid, and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 10th day of May, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER.

Memo.—The within execution is to be discharged by the payment of fifty-nine dolls. and fifty-eight cents, with interest thereon, to be computed after the rate of six per centum per annum from the 11th day of March, 1842, till paid, and the costs within mentioned.

'Teste: SHEPARD G. MILLER, *C. C.*

Endorsement: "Came to hand 30th April, 1842. Ed. Jones, She'ff."

Debt due 11th March, 1842 - - - -	$59 58
Int. to 22d Feb'y, 1843 - - - -	3 38
Costs - - - - - - - - -	5 43
	$68 39
Com's - - - - - - - - -	3 41

Receipt endorsed: "Received sixty-eight dolls. and 39 cents in full of this execution.

FERGUSON & MILHADO."

Sheriff's Return.

This execution being in the hands of the sheriff on the 30th of April, 1842, was satisfied and paid out of the funds arising from the sales of property conveyed by Thos. Hudgins to S. G. Miller, Jno. H. Diggs, and Jno. Bohannon, jr., trustees for the benefit of his creditors.

JNO. BOHANNON, *D. S.*
For E. JONES, *Sh'ff.*

Copies. 'Teste: SHEPARD G. MILLER, *C. C.*

"H."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of Jno. H. Dunlary and John L. Hudgins, joint obligors with Thomas Hudgins, in your bailiwick, you cause to be made sixty-four dollars and thirty-two cents, which Charles S. Richardson, ass'ee of John D. Anderson, late in our county court of Mathews, hath recovered against them by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale, also five dollars and forty-three cents which to the said Charles Richardson, ass'ee as aforesaid in the same court, were adjudged for his costs by him *is* this behalf expended, whereof the said Jno. H. Dunlary and Jno. L. Hudgins, joint obligors as aforesaid, are convict, as appears to us of record; and that you have the same before the justices of our said court, at the court-house of our said county of Mathews, on the second Monday in August next, to render

to the said C. S. Richardson, ass'ee as aforesaid, of the debt and costs aforesaid, and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 10th day of May, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER.

Memo.—The within execution is to be discharged by the payment of thirty-two dollars and sixteen cents, with legal interest thereon from the 11th day of March, 1842, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Endorsed: "Came to hand 30th April, 1842. Ed. Jones, Sheriff."
" "This execution is for the benefit of Armistead, Diggs & Co. JOHN DAINGERFIELD, *Attor.*"

Statement: Debt due 11 March, 1842,	$32	16
Int. on same to 22d Feb'y, 1843,	1	83
Cost on same - - -	5	43
	39	42
She'ff's coms. - - -	1	97

Receipt endorsed: 1843, Feb'y 25. Rec'd the above amount of thirty-nine dolls. and 42 cents in full of this ex'on.

ARMISTEAD, DIGGS & CO.

Sheriff's Return.

This execution being in the hands of the sheriff on the 30th April, 1842, was satisfied and paid out of the funds arising from the sales of property conveyed by Thos. Hudgins to S. G. Miller, Jno. H. Diggs, and Jno. Bohannon, trustees for the benefit of his creditors.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *Shff.*

Copies. Teste: SHEPARD G. MILLER, *C. C.*

"I."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you that of the goods and chattels of John H. Dunlary and John L. Hudgins, joint obligors with Thomas Hudgins, in your bailiwick, you cause to be made two hundred and fifty-six dolls. and forty-six cents, which Richard Anderson, late in our county court of Mathews, hath recovered against them by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale; also five dollars and 43 cents, which to the said Richard Anderson, in the same court, were adjudged for his costs by him in this behalf expended, whereof the said John H. Dunlary and John L.

Hudgins, co-obligors as aforesaid, are convict, as appears to us of record; and that you have the same before the justices of our said court, at the court-house of our said county of Mathews, on the second Monday in August next, to render to the said Richard Anderson of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 10th day of May, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER.

Memo.—The within execution is to be discharged by the payment of one hundred and twenty-eight dolls. and twenty-three cents, with interest thereon, to be computed after the rate of six per centum per annum, from the 11th day of March, 1842, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's endorsement: Came to hand 30th April, 1842. Ed. Jones, Sh'ff.

Sheriff's Return.

This ex'n has been satisfied and paid out of the funds arising from the sales of property conveyed by Thos. Hudgins to S. G. Miller, Jno. H. Diggs, and Jno. Bohannon, jr., trustees, for the benefit of his creditors.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *Shff.*

Statement of debt:	Debt due 10th March, 1842,	$128 23
	Int. to Feb'y 22, 1843, -	7 28
	Costs on same - - -	5 43
		$140 94
	She'ff's coms. - - -	7 04

1843, Feb'y 25. Rec'd of Jno. Bohannon, D. , one hundred and nine dolls. and sixty-two cents for the endorsement, with int. to this date. ARMISTEAD, DIGGS & CO.

$104 90 of this execution, with int. from the 24th May, 1842, is for the benefit of *of* Armistead, Diggs & Co.; also the sum of $10 00 for the benefit of J. W. James. The remainder of this exe'on is for the benefit of the officers of the court. See memorandum book.

Teste: SHEPARD G. MILLER, *C. C.*

"K."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of John H. Dunlary and John L. Hudgins, joint obligors with Thomas Hudgins, in your bailiwick, you cause to be made three hundred and thirty-three

dollars and fourteen cents, which Charles Reed and George Reed, merchants and partners, trading under the style and firm of Charles and George Reed, late in our county court of Mathews, have recovered against them by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale; also five dollars and 43 cents, which to the said Charles and George Reed, in the same court, were adjudged for their cost by them in this behalf expended, whereof the said Jno. H. Dunlary and Jno. L. Hudgins, joint obligors as aforesaid, are convict, as appears to us of record; and that you have the same before the justices of our said court, at the court-house of our said county of Mathews, on the second Monday in August next, to render to the said Charles and George Reed of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 10 day of May, 1842, and in the 66 year of the Commonwealth.

SHEPARD G. MILLER.

Memo.—The within execution is to be discharged by the payment of one hundred and sixty-six dollars and fifty-seven cents, with interest thereon, to be computed after the rate of six per centum per annum, from the 11th day of March, 1842, till paid, and the costs within mentioned

Teste: SHEPARD G. MILLER, *C. C.*

Endorsed by She'ff: "Came to hand 30th Ap'l, 1842. Ed. Jones, Sh'ff."

Statement of debt:	Debt due 11 March, 1842, - -	$166 57
	Int. to 22d February, 1843, - -	9 43
	Costs on same, - - - -	5 43
		$181 43
	Sheff's Com's - - - -	9 07

Receipt endorsed: Feb'y 28, 1843. Received of Jno. Bohannon, D. S., for E. Jones, one hundred and eighty-one dollars and forty-three cents on this execution.

J. W. JAMES, *Atto. for Plt'ff.*

Sheriff's Return.

This execution being in the hands of the sheriff, on the 30th April, 1842, was satisfied and paid out of the funds arising from the sales of property conveyed by Thos. Hudgins to S. G. Miller, Jno. H. Diggs, and Jno. Bohannon, trustees, for the benefit of his creditors.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *Sh'ff.*

Copies. Teste: SHEPARD G. MILLER, *C. C.*

Copies of the three papers marked "1" "2" and "3", referred to in the deposition of S. G. Miller and annexed to the same.

"No. 1."

May 28th, 1844. Received of Rob't Hudgins, through the hands of Thos. J. Hudgins, the sum of twenty dollars, in part of taxes for 1843.

Credit placed on books. JNO. SPENCER, *D. S.*

"No. 2."

Rob't Hudgins, B. river tax for 1844, 1,070 a'es land, 17 39.
Rec'd pay of Thos. J. Hudgins, for Rob't Hudgins.

EDM'D W. BOHANNON, *D. S.*
For EDM'D JONES, *She'ff.*

66 "No. 3."

Robert Hudgins, tax 1845, 1,070 a'es land, $13 91.
Rec'd payment of Robert Hudgins.

JNO. P. STOAKS, *D. S.*

The exhibit marked "B. B.," referred to in the certificate of Henry W. Dangerfield, commissioner, dated the 30th October, 1846, (see page 88 of printed record, Kemp, ass'ee, *vs.* E. W. and J. L. Hudgins,) I do not find annexed to the depositions returned, as stated in the said certificate.

The copies of executions marked from L to A A, and of the exhibits marked "C. C." "E. E." "F. F." and "G. G.," copied in the last mentioned record, commencing on page 89, (printed record,) are not copied here, because the purport thereof can be ascertained by referring to the record aforesaid.

The following is a copy of the record and proceedings on the application and petitions of John L. Hudgins, praying for a discharge under the bankrupt law of August 19th, 1841, filed as an exhibit in the said suits.

In the United States District Court for the eastern District of Virginia.

Be it remembered that John L. Hudgins, a resident of the county of Matthews, appeared in the clerk's office of the said court on the day of February, 1843, and filed his petition, praying to be decreed a bankrupt, according to the provisions of the act of Congress, approved on the 19th day of August, 1841, entitled "An act to establish a uniform system of bankruptcy throughout the United States," which petition is in the words and figures following, to wit:

Petition.

To the Honorable John Y. Mason, judge of the District Court of the United States for the eastern District of Virginia.

The petition of John L. Hudgins respectfully represents and sets forth to your honor, that he owes debts which have not been created

in consequence of any defalcation as a public officer, or as executor, administrator, guardian, or trustee, or while your petitioner was acting in any fiduciary capacity or character whatever; that your petitioner is a resident of the county of Matthews, in the eastern district of Virginia, and that the schedule marked A, hereto annexed, and herewith filed and exhibited, signed with the name of your petitioner, and which he prays may be taken and considered as a part of this petition, sets forth and contains, to the best of his knowledge and belief, a full and complete list of his creditors, with their respective places of residence, and the amount due from your petitioner to each one of them, attached to their respective names. Your petitioner further respectfully represents and states, that schedule marked B, and also signed by him, and hereto annexed and prayed to be taken and considered as part of this his petition, is an accurate inventory of all his property, rights and credits of every name, kind, and description, with the location and situation of each and every parcel and portion thereof designated and described; that your petitioner now declares to your honor that he is wholly unable to meet his debts and engagements, and therefore he prays your honor to grant him the benefit of the act of Congress, passed the nineteenth day of August, in the year of Christ one thousand eight hundred and forty-one, entitled "An act to establish a uniform system of bankruptcy throughout the United States;" that he may be deemed a bankrupt within the provision of that act, and that your honor will so declare by a decree of your honorable court. And your petitioner will, as in duty bound, ever pray, &c., &c.

JOHN L. HUDGINS.

VA., MATTHEWS COUNTY, *to wit:*

This day personally appeared before me, a comm'r in bankruptcy, in and for the said county, the within-named John L. Hudgins, and in my presence signed the said petition and schedules A and B thereto annexed, and he, the said John L. Hudgins, being by me sworn, made oath on the Holy Bible that the facts and statements set forth in the within petition and schedules A and B, were true.

Given under my hand and seal this 17th day of February, A. D 1843.

WADE MOSLEY, [SEAL.]
Com'r in Bankruptcy for Matthews county.

(SCHEDULE A.)

A List of John L. Hudgins's creditors, their respective places of residence, and the amount due to each.

	Sum due.			Residence.
Larkin Litchfield, guardian of Atkinson's heirs.	$2,500	int. since	1842, March,	Matthews.
Jarvis & Barnum	1,500	do.	do.	do.
John T. Catlett, guardian of Mat. Miller.	500	do.	July,	Gloucester.
Joseph Bohannan, guardian of Mary A. Ainsley.	100	do.	do.	Matthews.
Walter G. Layne	90	do.	1843, Jan'y,	do.
John Daingerfield	360	do.	1840, do.	do.
Messrs. Sangston & Co	2,350	do.	1841,	Baltimore.
James D. Halliburton	360	do.	1840,	New Kent.
Richard Coke, jr.	50	do.	1842,	Gloucester.
Messrs. Tompkins, Armistead & Diggs.	70	do.	1838,	Matthews.
James Vaughan	500	do.	1839,	Elizabeth City.
John J. Burke	3,700,	one-half due 1st Jan., 1843, the remainder 1st Jan., '44,		Middlesex.
Dr. William Thurston	100,	with int. since Aug., 1842,		Middlesex.

JOHN L. HUDGINS.

(SCHEDULE B.)

A List of John L. Hudgins's property, rights, and credits of every name, kind, and description, and the location and situation of each and every portion and parcel thereof.

I have no property of any kind or description known to me at this time, except a contingent interest in a deed of trust made by Thomas Hudgins for the benefit of his creditors, and recorded in the office of the county court of Matthews, which I hereby surrender for the benefit of all my creditors.

JOHN L. HUDGINS.

Upon the filing of the petition of John L. Hudgins as aforesaid, the following order was made:

John L. Hudgins, of the county of Matthews, having filed a petition praying that he may be declared a bankrupt; it is ordered, that all persons claiming to be creditors of the said John L. Hudgins show cause to the court on the 31st day of March next, why the said John L. Hudgins be not declared a bankrupt, pursuant to the act of Congress in that behalf; and that a copy of this order be published in the newspapers, according to the 22d and 24th rules of the court.

Annexed to attested copies of the said order are affidavits of the publication thereof, in these words and figures, to wit:

CITY OF RICHMOND, *to wit:*

This day, Wm. H. Davis, one of the editors and proprietors of the Compiler, personally appeared before me, an alderman, and as such, a justice of the peace in and for the city aforesaid, and made oath that

the foregoing order and notice has been inserted once a week, for twenty-eight days next before this day, in the Compiler, a paper published in the city of Richmond.

Given under my hand this 22d day of April, in the year 1843.

JAMES EVANS, *J. P.*

Affidavit of Publication in the Norfolk Beacon.

I, Henry B. Bagnall, of Norfolk, one of the firm of William E. Cunningham & Co., editors and publishers of the "American Beacon," a newspaper published in the borough of Norfolk, do certify, that in the matter of John L. Hudgins, a bankrupt, the annexed notice, pursuant to the order of the district court of the United States for the eastern district of Virginia, at ———, dated the 23d February, A. D. 1843, has been regularly published in said paper once a week for five weeks consecutively, the first publication being made on the twenty-fifth day of February, 1843.

H. B. BAGNALL.

Norfolk Borough, March 30, 1843.

NORFOLK BOROUGH, *to wit:*

I, Wm. G. Camp, an alderman of the said borough, do hereby certify, that Henry B. Bagnall personally appeared before me this day, and in my presence subscribed his name to the above certificate, and made oath before me on the Holy Bible to the truth of the same.

Given under my hand and seal this thirtieth day of March, A. D. 1843.

WM. G. CAMP, [L. S.]

And at another day, to wit: at a United States district court for the eastern district of Virginia, held at the United States court-room in the city of Richmond on the 20th day of May, 1843.

John L. Hudgins having heretofore filed his petition, duly verified, praying to be declared a bankrupt, and satisfactory proof being made of due publication of notice to all persons interested to appear in court and show cause against said petitioner, and no cause being shown to the contrary, and the said petition and proof having been inspected and considered by the court, and being found in conformity with the requirements of the act of Congress, it is thereupon ordered and decreed that the said petitioner be and he is hereby declared and decreed a bankrupt, pursuant to the act of Congress entitled "An act to establish a uniform system of bankruptcy throughout the United States," passed the 19th day of August, 1841.

And be it also remembered, that the said John L. Hudgins appeared in the said court by his counsel on the nineteenth day of September, in the year 1843, and filed his certain petition praying for a discharge under the bankrupt law of August 19, 1841, which petition is in these words and figures, to wit:

Petition for Discharge.

To the Honorable John Y. Mason, judge of the District Court of the United States for the eastern District of Virginia.

John L. Hudgins, of the county of Matthews, and eastern district of Virginia, respectfully represents, that on the 20th day of May last past he was duly declared a bankrupt, under the act of Congress in that case made and provided; that he hath duly surrendered all his property, and rights of property, and fully complied with and obeyed all the orders and directions of the court touching his bankruptcy; and is ready to submit himself to any other and further examinations, orders, and directions which the court may require. He therefore prays that, after due notice and proceedings to be had in the premises, he may be decreed by the court to have a full discharge from all his debts, provable under the said bankruptcy, and a certificate thereof granted according to the act of Congress.

Dated this 19th day of September, 1843.

JOHN L. HUDGINS,
By his Counsel.

The general assignee's certificate, filed with the foregoing petition, is in these words and figures, to wit:

General Assignee's Certificate.

To the Court of the United States, eastern district of Virginia.

John L. Hudgins, who was declared a bankrupt by a decree of this court, made the 20th day of May, 1843, has produced to me a copy of his inventory, in which is mentioned a contingent interest in a deed of trust made by Thomas Hudgins for the benefit of his creditors, and recorded in the office of the county court of Matthews, and surrendered by the said bankrupt for the benefit of his creditors, (which is considered of no value.)

EDMUND CHRISTIAN,
Gen'l Assignee.

Sept. 19th, 1843.

And on the same day last mentioned, to wit, on the 19th day of September, 1843, the said court made the following order:

In the matter of bankruptcy of John L. Hudgins, of the county of Matthews, in the eastern Virginia district.

The said John L. Hudgins, who has been decreed a bankrupt by this court, having filed a petition praying for his discharge, it is ordered that notice thereof be published in a newspaper printed in the city of Richmond, seventy days at least before the 3d day of December next, when a hearing will be had on the said petition, at the United States court-room, in the city of Richmond, and all creditors who have proved their debts, and other persons in interest, may appear at the said time and place, and show cause, if any they have, why the prayer of the said petitioner should not be granted.

Annexed to an attested copy of the foregoing order is the following affidavit of publication thereof, in the Richmond Whig:

HENRICO COUNTY, *to wit:*

This day Wm. G. Allen personally appeared before me, a magistrate within and for said county, and made solemn oath that a bankrupt notice, of which the above prefixed is a true copy, was published in the Richmond Whig newspaper eleven weeks successively, commencing the 20th day of September, 1843.

JNO. G. MOSLY, *J. P.*

And on the third day of January, 1844, Commissioner Watson returned and filed, among the papers of the said case, the following report:

First Report of Commissioner Wm. F. Watson.

COMMISSIONER'S OFFICE,
Richmond, December, 1843.

In the case of John L. Hudgins, who was declared a bankrupt on the 20th May, 1843, as p. copy of decree herewith, A, I have to report that I received from him last month the returns of service of the proper notices on his creditors; all appear to be in proper form; they are marked B. In the notice to creditors to prove their claims, he has named me as his commissioner. I have received proofs of several claims as annexed, viz:

Document C contains the papers of—

Jarvis & Barnum,	for - - - - - - -	$1,517 60
Do.	for - - - - - - -	403 35
Do.	for - - - - - - -	67 29
Do.	for - - - - - - -	28 44
Do.	for - - - - - - -	40 64
Do.	for - - - - - - -	39 06
Elijah Barnums,	for - - - - - - -	34 57

Document D contains the claim of John J. Burk for - 3,700 00

Document E contains the claim of Wm. McDonald & Co. for - - - - - - - - - - - - - 1,851 19

Document F is a copy of the schedule of the creditors in the case.

So far as my duties are concerned, I report on this favorably.

WM. F. WATSON,
Commissioner.

To the Honorable JOHN Y. MASON,
Judge D. C. U. S., Eastern Va. district.

Fee, $11 50
Paid, 5 00

Due, 6 50

Fee paid.

Document A returned with Com'r Watson's first report. (This paper is the decree, and has been copied in this record on the 5th and 6th pages.)

Document B returned with Com'r Watson's first report.

MATTHEWS, *Oct. 12th*, 1843.

To LARKIN LITCHFIELD,
Guardian of C. Atkinson's heirs.

SIR: The district court of the United States for the eastern district of Virginia, holden at Richmond, having, on the 20th day of May, 1843, by its decree upon my petition, declared me a bankrupt, within the true intent and meaning of the act of Congress in such case made and provided, and a copy of the said decree having been furnished Wm. F. Watson, of the city of Richmond, one of the commissioners in bankruptcy of the said district court, for the purpose of enabling all my creditors to prove their claims—they will therefore please take notice, that the said commissioner has fixed his office in the city of Richmond as the place, and the 29th day of October, 1843, between the hours of 9 a. m. and 3 o'clock p. m., and so on, from day to day, until the 20th day of Nov'r, 1843, as the time for receiving proof of all claims on debts due from me and provable under the said act of Congress.

JOHN L. HUDGINS.

MATTHEWS, *Oct. 12th*, 1843.

SIR: By a decree of the district court of the United States for the eastern district of Virginia, holden at Richmond, dated the 20th day of May, 1843, I have been duly declared a bankrupt, within the true intent and meaning of the act of Congress in such case made and provided, and have filed my petition, praying for a discharge and certificate, as authorized by said act. You are hereby notified that I will be heard before the said court, on said petition, on the 3d day of Dec'r, 1843, when and where you may appear and show cause against the discharge and certificate so prayed for, if you think proper.

JOHN L. HUDGINS.

COMMISSIONER'S OFFICE, ISLEHAM,
Matthews Co., Virginia, Nov. 2d, 1843.

This day personally appeared before me, a commissioner in bankruptcy appointed by the district court of the United States for the eastern district of Virginia, Wm. R. Hawkins, of lawful age, and made oath in due form of law that he delivered a true copy of the foregoing notice to the following named persons, to wit: Walter G. Lane, Jarvis & Barnum, Tompkins, Armistead & Diggs, Joseph Bohannon, Wm. S. Thurston, Larkin Litchfield, and John Daingerfield, on the 16th of October, 1843, and on the same day mailed to the following named persons, (a true copy of said notice directed to their respective post

offices,) to wit: Jas. D. Haliburton, John J. Burke, Richd. Coke, jr., Sangston & Co., Jas. M. Vaughan, and Jno. T. Catlett.

Given under my hand, and sealed this 2d day of Nov'r, 1843.

WADE MOSBY, [L. S.]
Com'r in Bankruptcy for the County of Matthews.

Document C, filed with Com'r Watson's first report.

EASTERN DISTRICT OF VIRGINIA,
City of Richmond, to wit:

On this 21st day of November A. D. 1843, personally appeared before William F. Watson, one of the commissioners in bankruptcy in the district aforesaid, Elijah Barnum, of the county of Matthews, in the State aforesaid, who, being duly sworn, saith upon his oath that John L. Hudgins, of the county aforesaid, who has been declared a bankrupt in the district aforesaid, was, at and before the time he was so declared a bankrupt, and still is, justly indebted to the firm of Jarvis & Barnum of the county aforesaid, of which firm this deponent is a member, in the following sums, as appears by the obligations of the said bankrupt hereto annexed: four bonds under seal executed by the said bankrupt, one dated the 30th of January, 1830, for sixty-seven dollars and twenty-nine cents, one dated the 14th May, 1833, for twenty-eight dollars and forty-four cents; one dated 20th January, 1834, for forty dollars and sixty-four cents; one dated 11th August, 1840, for thirty-nine dollars and six cents; two bonds under seal, executed by the said bankrupt and Thomas Hudgins, payable to the firm aforesaid, viz: one dated the 11th March, 1842, and payable twelve months after date, with interest from said date, for fifteen hundred and seventeen dollars and sixty cents, the other dated the 5th day of May, 1842, and payable on demand for four hundred and three dollars and thirty-five cents; also a bond under seal, executed by the said bankrupt and payable on demand to this deponent, dated the 11th day of August, 1840, for thirty-four dollars and fifty-seven cents. That he, this deponent, nor his partner aforesaid, hath not received any payment on account of the claims aforesaid, due to the said firm, nor any security of any kind whatsoever; neither hath he received any payment on account his individual claim as aforesaid, nor any security of any kind whatsoever.

ELIJAH BARNUM,
For himself and as one of the firm of JARVIS & BARNUM.

Sworn to before me, the date written in the foregoing affidavit.

WM. F. WATSON,
Com'r in Bankruptcy.

Twelve months after date we promise to pay to Jarvis & Barnum, their order or assigns, fifteen hundred and seventeen dollars sixty cents, for value rec'd, with interest from the date hereof; for which payment, well and truly to be made, we bind ourselves, our heirs, &c., firmly by

these presents, as witness our hands and seals this 11th day of March, 1842.

$1517 60. THOS. HUDGINS, [SEAL.]
JOHN L. HUDGINS. [SEAL.]

Teste:

On demand, for value rec'd, *I* promise to pay Jarvis & Barnum, their order or assigns, four hundred and three dollars sixty-five cents, with interest from the 26th of March, 1842; for which payment, well and truly to be made, *I* bind *myself*, *my* heirs, &c., firmly by these presents, as witness *my* hand and seal this 5th day of May, 1842.

$403 35. TH. HUDGINS, [SEAL.]
JOHN. L. HUDGINS, [SEAL.]

Teste: W. H. ROY.

On demand, for value rec'd, I promise to pay Elijah Barnum, his order or assigns, thirty-four dollars fifty-seven cents, it being the balance due him for postage, as per account this day rendered; for the true payment of the above sum I bind myself, my heirs, &c., firmly by these presents, as witness my hand and seal this 11th day of August, 1840.

$34 57. JOHN L. HUDGINS. [SEAL.]

Teste: ADOLPHUS A. WHITE.

For value rec'd, I promise to pay Jarvis & Barnum, their order or assigns, sixty-seven dollars and twenty-nine cents, with interest from the date hereof; for which payment, well and truly to be made, I bind myself, my heirs, &c., firmly by these presents, as witness my hand and seal this 30 day of January, 1830.

JOHN L. HUDGINS. [SEAL.]

Teste: CHAS. HODGES.

$28 44.

For value received, I promise to pay Jarvis & Barnum, their order or assigns, twenty-eight dollars forty-four cents, with interest from the date hereof; for which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents, as witness my hand and seal at Matthews Court-house, this 14 day of May, 1833.

JOHN L. HUDGINS. [SEAL.]

Teste: C. HODGES.

$40 64.

For value received, I promise to pay Jarvis & Barnum, their order or assigns, forty dollars sixty-four cents, with interest from the date hereof; for which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents, as witness my hand and seal at Matthews Court-house, this 20 day of January, 1834.

JOHN L. HUDGINS. [L. S.]

Teste: ELLIOTT W. HUDGINS.

$39 06.

For value received, I promise to pay James & Barnum, their order or assigns, thirty-nine dollars six cents, with interest from the date hereof, for which payment well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents; as witness my hand and seal, at Matthews Court-house, this 11th day of August, 1840.

JOHN L. HUDGINS. [L. S.]

Teste: ALPHEUS A. WHITE.

Document "D" filed with Com'r Watson's first report.

In one and two years from date hereof, we promise to pay John J. Burke the sum of three thousand seven hundred dollars, for value received, to which payment we bind ourselves, our heirs and assigns, with interest from the date hereof. As witness our hands and seals, this fifteenth day of February, 1842.

THO. HUDGINS, [SEAL.]
JOHN L. HUDGINS. [SEAL.]

Teste: JNO. J. BOSS.

The foregoing is a copy of a bond filed in a suit depending in the circuit sup'r court of law and chancery of Matthews county, in the name of John J. Burke against Thomas and Jno. L. Hudgins.

Teste: SHEPARD G. MILLER, *Clerk.*

MIDDLESEX COUNTY, *to wit:*

On this 29th day of November, A. D. 1843, personally appeared before me, Mark W. Towill, a justice of the peace in and for the county aforesaid, John J. Burk, of the county of Middlesex, who saith upon his oath, that John L. Hudgins, who has been declared a bankrupt by the district court of the United States for the eastern district of Virginia, was, at and before the time he was so declared a bankrupt, and still is, justly indebted to this deponent, in the sum of three thousand seven hundred dollars, as will appear from the joint bond, under seal, of the said bankrupt, and Thomas Hudgins, bearing date the 15th day of February, 1842, and payable in one and two years from said date, with interest from the date thereof; (a copy of said bond is herewith annexed and certified to be such by Shepard G. Miller, clerk of the superior court of law and chancery for the county of Matthews, as p. certificate herewith;) that this deponent hath not received any payment on account the said bond, nor any security of any kind whatsoever. Given under my hand the date above written.

M. W. TOWILL, *J. P.*

Document E, filed with Com'r Watson's first report.

On or before the 1st day of January, 1843, we, Thomas Hudgins and John L. Hudgins, do hereby promise and oblige ourselves and our

heirs to pay or cause to be paid unto Wm. McDonald & Co., or their assigns, the just and full sum of eighteen hundred and fifty-one $\frac{19}{100}$ dollars, with interest thereon from this date. Witness our hands and seals this 6th day of April, 1842.

THOMAS HUDGINS, [SEAL.]
JOHN L. HUDGINS. [SEAL]

JAS. D. HALYBURTON, witness.

The foregoing is a copy of a bond filed in a suit depending in the circuit sup'r court of law and chancery of Matthews county in the name of William McDonald & Co. and Thomas Hudgins and Jno. L. Hudgins.

Teste: SHEPARD G. MILLER, *Clerk.*

CITY OF BALTIMORE, *to wit:*

On this 23d day of November, A. D. 1843, personally appeared before me, one of the justices of the peace of the State of Maryland, in and for the city of Baltimore, George W. Richardson, of the firm of Wm. McDonald & Co., of the said city, who saith, upon his oath, that John L. Hudgins, of the county of Matthews, in the State of Virginia, and who has been declared a bankrupt by the district court of the United States for the eastern Va., was, at and before the time he was so declared a bankrupt, and still is, justly indebted to the firm aforesaid, in the sum of eighteen hundred and fifty-one dollars and nineteen cents (as appears by the joint *bound*, under seal, of the said bankrupt and John Hudgins, bearing date the 6th day of April, 1842, bearing interest from said date. A copy of said bond is annexed herewith, certified to be so by Shepard G. Miller, clerk of the circuit superior court of law and chancery for the county of Matthews aforesaid, as p. certificate herewith); that this deponent, nor any of the firm aforesaid *aforesaid*, hath received any payment on account said bond, nor any security of any kind whatsoever. Given under my hand the date above written.

ANTHONY MILTENBERGER,
Justice Peace.

STATE OF MARYLAND, *Baltimore County, sct:*

I hereby certify that Anthony Miltenberger, esq., before whom the within affidavit was made, and who hath thereto subscribed his name, was, at the time of so doing, a justice of the peace of the State of Maryland, in and for the city of Baltimore, duly commissioned and sworn.

In testimony whereof, I hereto set my hand and affix the seal of Baltimore county court, on this 23d day of November, 1843.

[SEAL.] THOMAS KELL, *Clerk.*

Document F, filed with Com'r Watson's first report.

(This paper is a copy of Schedule "A," which has been copied in this record on page 3.)

The following objections to the discharge of the said petitioner were filed December 4, 1843:

Objections to Discharge.

District Court of the United States.

In bankruptcy.—In the matter of John L. Hudgins.

The said John L. Hudgins having been heretofore declared a bankrupt, and having filed a petition asking to be discharged from all his debts, the following objections to his discharge are respectfully submitted:

John D. Jarvis and Elijah Barnum, merchans and partners, trading under the firm of Jarvis & Barnum, and Wm. McDonald & Co., merchants, object to the discharge of said John L. Hudgins, because they say that the said John L. Hudgins, being largely indebted as principal and surety, and to an amount nearly if not quite equal to the value of his whole estate, real and personal, and to various persons, and, among others, to these objectors, in the year 1842, with a view to hinder, delay, and defraud his creditors, made several deeds, conveying real and personal property, viz: one deed purporting to be dated the 21st February, 1842, conveying several tracts of land to one Robert Hudgins, his brother, for the nominal consideration of $5,000, as recited in said deed; the said deed, however, was not admitted to record until the 8th Aug't, 1842.

One other deed, bearing date the 19th July, 1842, conveying 22 negroes, and all his stock of horses, cattle, &c., farming utensils, and household and kitchen furniture, carriage and horses, and gig and harness. The said deed was recorded in Matthews county court, 10th April, 1843, and was made to Houlder Hudgins, another brother of said John L., for the nominal consideration of $4,000, as recited in said deed.

Also one other deed, dated the day of , 1842, whereby he conveyed a tract of land on Back river, in the county of Elizabeth city, to Elliott W. Hudgins, his son, for the nominal consideration of $.

And these objectors believe and charge that the said deeds are each and all of them fraudulent, and made in contemplation of bankruptcy, for the purpose of *eloiguing* and concealing his property and money from being made subject to the payment of his debts. That the sums of money mentioned in said deed as the consideration of said conveyances were never in fact paid. It may be that he was indebted to Houlder Hudgins in a small amount, and to that extent that the consideration of that deed was paid or secured; but if so, these objectors charge that it was an illegal and fraudulent preference intended to be

given by said John L. to said Houlder over his other creditors. That the said John L. Hudgins, in pursuance and consummation of the covinous and fraudulent intent with which said deeds were made, has ever since remained in the possession and enjoyment of the property, real and personal, conveyed by said deeds; for, although there may have been a formal and pretended delivery of said negroes to Houlder Hudgins, such delivery was merely colorable, and not real, and the actual possession immediately thereafter was resumed and continued in said John L. and his family, both as to the negroes and all the other personal property embraced by the deed.

They further object to the said discharge, because they believe and charge that the said John L. Hudgins has not made a full and complete exhibit of all his estate, property, money, and effects by his Schedule B, filed with his petition.

They further object, that he has not made a true and faithful schedule of all the debts due by him; on the contrary, he has omitted judgments and other debts, and especially has omitted altogether the large debt due by him, by bond, to the objectors, Wm. McDonald & Co., and has sworn that he owed Jarvis & Barnum $1,500, with interest, from March, 1842, when in fact he was indebted to them, by bond, at least $2,500.

They further object, because the said John L. Hudgins is now and has been for a long time fraudulently, and with a view to hinder, delay, and defraud his creditors, absconding and concealing himself so that no legal process could or can be served on him.

Reserving liberty hereafter to file other objections, the said objectors pray that the facts alleged herein may be investigated, and that the discharge of said bankrupt be refused.

PATTON & ROBINSON,
For Objectors.

RICHMOND CITY, *to wit:*

This day personally appeared before me, a justice of the peace for the city aforesaid, Elijah Barnum, one of the objectors within named, and made oath, that he verily believes the facts within alleged to be true.

Given under my hand, this 21st day of November, 1843.

W. D. BLAIR, *J. P.*

And at a district court of the United States for the eastern district of Virginia, held at the United States court-room, in the city of Richmond, on Wednesday, February 28th, 1844—

In the matter of bankruptcy of John L. Hudgins.

On motion of James D. Halyburton, who claims to be a creditor of the said Hudgins, and for reasons appearing to the court, it is ordered that Wade Mosby, the commissioner of this court, for the county of Matthews, take such proof as may be adduced before him of any debt

due by the said Hudgins to the said James D. Halyburton, after having given ten days' notice of the time and place of taking such proof, to the parties interested, and that he make report to the court of his proceedings under this order.

And it is further ordered, that the objections filed in the case by Jarvis and Barnum be referred to Wade Mosby, one of the commissioners of this court for the county of Gloucester, to take evidence offered by either party, a notice of ten days being first given by the said commissioner to all persons concerned, by publication in one of the newspapers designated by the 22d rule of the court, of the time and place of taking such evidence, and that he report the same to the court with any matter specially stated, deemed pertinent by himself, or which any party interested may require to be stated.

On the 22d day of July, 1844, the commissioner for Matthews county filed the following report:

Report of Commissioner Mosby.

COMMISSIONER'S OFFICE, MATTHEWS C. H.,
May 16, 1844.

In the United States Court for the eastern district of Virginia.—In the matter of bankruptcy of John L. Hudgins.

Pursuant to an order of the district court of the United States for the eastern district of Virginia directing your commissioner to take proof of any debt due by the said John L. Hudgins to James D. Halyburton, your commissioner, after giving notice according to the rules of the s'd district court in such case made and provided of the time and place of taking such proof, reports the following debt as proven, viz: a bond of the said John L. Hudgins with Thomas Hudgins, an insolvent debtor, as security thereto, which bond, with interest to the 16th May, 1844, amounts to, viz: principal $304 89; inst. to May 16, 1844, $73 17—$378 06, and is herewith filed as part of this report; all which is resp'ly submitted.

WADE MOSBY,
Com'r in Bankruptcy for M. C.

Comr's fee for issuing notices, proving claim, and report, $7 00.

The following document was returned with Com'r Mosby's report:

(*Document returned with Comm'r Mosby's report.*)

On demand, for value received, we promise to pay unto James D. Halyburton the sum of three hundred and four dollars eighty-nine and § c., lawful money of Virginia; to the payment of which, with interest from the date, we bind ourselves, our heirs, ex'ors, and adm'rs.

As witness our hands and seals this the 16th day of May, 1840.

JOHN L. HUDGINS, [SEAL.]
TH. HUDGINS. [SEAL.]

Teste:

Endorsements: This bond is to be indulged until January next, to carry interest from the date.

And on the same day, to wit, the 22d July, 1844, the following depositions were filed:

(*Depositions.*)

In the United States Court for the eastern district of Virginia.—In the matter of bankruptcy of Jno. L. Hudgins.

The deposition of John Bohannon, taken pursuant to an order of the district court of the United States for the eastern district of Virginia, referring to the commissioner of the said court the taking of proof touching the objections of Jarvis and Barnum to the discharge of the said John L. Hudgins, who has been declared a bankrupt by the said district court. The deponent being first duly sworn, deposeth and saith, that he was well acquainted with the pecuniary condition of John L. Hudgins about the 1st July, 1842, being then, as he had been for many years preceding, deputy sheriff of the county of Matthews; and that the said Hudgins was, on the s'd 1st July, 1842, in possession of a large amount of property, real and personal, say a tract of land in the county of Matthews, containing from 800 to 1,000 acres of land, on which he resided, 20 to 25 slaves, stock of all kinds, plantation utensils, household and kitchen furniture, carriage and harness, gig, &c.; that the said Hudgins had after said to this deponent that he owned a valuable farm on York river, in the county of York, and negroes on it engaged in cultivating it. This deponent does not believe that the said Hudgins owed much money on the 1st July, 1842, except the amount of his responsibilities for his brother Thomas, which liabilities he came under about the 1st July, 1842. This deponent further saith, that Thomas Hudgins, the brother of John L. Hudgins, made a deed of trust on the 6th day of May, 1842, conveying a large am't of property, real and personal, to this deponent, Shepard G. Miller and John H. Diggs as trustees, for the benefit of his creditors; Jno. L. Hudgins being bound as security for some of the creditors in the said deed. This deponent believed that the property conveyed by Thos. Hudgins in the deed of the 6th May, 1842, was sufficient to save John L. Hudgins harmless for the most of his liabilities for the said Thomas, if the property could be sold for a fair value. This deponent, with the other trustees, proceeded to sell the personal property conveyed in the deed aforesaid, on the 4th July, 1842, and sold so much as amounted to near $12,000, when the trustees received a restraining order which issued upon the petition of Sangston & Co., from the district court of the United States, holden at Richmond, enjoining the proceeds of the sales in their hands as trustees, when the said trustees were advised by their counsel not to pay over the funds until the further order of the court. This deponent saith, the other trustees, after receiving the restraining order, declined selling the real estate conveyed in the said

deed of trust of May 6th, 1842, made by Thos. Hudgins. And this deponent further saith, that when John L. Hudgins saw that the amount of money in the hands of the trustees could not be made available immediately to pay the executions in the hands of the sheriff against him as security for his brother Thomas, because of its being arrested by the aforementioned restraining order, he, the said John L. Hudgins, proposed to this deponent and the other trustees to borrow the trust fund in their hands, or as much as would pay the executions against him as surety for his brother Thomas, and to secure the payment of the sum proposed to be borrowed, offered a deed in trust upon all his property real and personal, his brother Robert being present and agreeing to become bound for the loan, provided his brother John would execute the deed of trast, as he had proposed, to secure the trustees for the sum proposed to be borrowed. The trustees declined the terms offered, fearing some difficulty might grow out of the transaction. During the same week this deponent went to the house of John L. Hudgins, to take some of his negroes, on which he had previously given a written levy, to satisfy the executions then in deponent's hands, as deputy sheriff of Matthews co., and found none, the said Hudgins having concealed them so that he could not possess himself of them; nor *have* ever been able, since the period above named, to levy any executions on his property, except three negroes, and those were taken by stratagem, although he has generally had executions in his hands against him up to this date. While this deponent was on his way to the house of Jno. L. Hudgins, at the time above mentioned, he met Houlder Hudgins, brother of Jno. L., at his gate, and he asked deponent and two men with him where they were going; deponent told him to his brother John's, to get hold of some of his negroes; the said Houlder then said, if he were in his brother John's place, before he would suffer his negroes to be taken for the purpose of paying his brother Thomas's debts, as the trustees of Thomas Hudgins had money in their hands for that purpose, he would kill any sheriff, or suffer death himself, or words to that effect.

This deponent further saith, that shortly after July court, (in the year 1842,) which was on the 11th of the month, and he thinks during the same week, Houlder Hudgins came to the clerk's office of Matthews, and said he was going to take a deed of trust on John L. Hudgins's property, to secure a debt John L. owed him, which he said was about $800, and if deponent and Mr. Jones, the high sheriff, would go home with him, he would embrace the sheriff, or try to do so, in the deed which he was about to take; Mr. Jones and deponent assented, and the same day went up to Houlder Hudgins's. When we got to a store near John L. Hudgins's Houlder asked us to stop there until he went to John L. Hudgins's to see about making the deed, as his brother John would not be seen by the sheriffs. Houlder staid at his brother John's until near dinner-time, when he returned to the store and said to Jones and deponent, we had best go with him to his house and dine; that he

had done nothing in the way of making the deed yet. Deponent and Mr. Jones went to the house of Houlder Hudgins, and while waiting for dinner, Jones took up a book (Henning's Justice, I think). Soon after, one of the sons of John L. Hudgins came into the room, (I think it was Thomas,) and had private conversation with Houlder. After dinner, Houlder Hudgins said he would take deponent's horse and ride over to his brother John's, and see about the deed and try to have it fixed, and requested Jones and deponent to remain until his return. After he had left, Mr. Jones went into the house to get Henning's Justice, and not finding it where he left it before dinner, he sent into the other rooms of the house, but the book could not be found. Mr. Jones then said to deponent, John L. Hudgins's son must have carried it away; that he presumed it was what he came for, and he hoped they would make the deed, as they had the book.

This deponent further saith, that after waiting for the return of Houlder Hudgins till near night, he proposed to Mr. Jones to leave and go over to John L. Hudgins's, near by. When we got to Jno. L. Hudgins's road gate, we met Houlder Hudgins, who said the deed to him was completed, and he would not rip it up to embrace the sheriffs.

This deponent further saith, that John L. Hudgins still continues to reside on and retains possession of his farm and personal property, as he did prior to July, 1842, except a few negroes which have been sold since that date. Although deponent has had a number of writs of capias ad respondendum and ca. sa. executions in his hands against Jno. L. Hudgins since July, 1842, he has never been able to serve them on him, and he, even up to this time, keeps himself and his property out of the way of the sheriffs. This deponent further saith, that since July, 1842, Jno. L. Hudgins has never paid any executions in his hands, except $60 or 80 through the hands of his son, who said his father had sent it; and deponent saith that all the executions which were in *his* hands of the sheriff against him, the said Jno. L. Hudgins, on the 4th July, 1842, were paid out of the trust fund in February, 1843, after the decision of the case of Sangston & Co. and Hudgins in bankruptcy, in the district court. The deponent further saith, that a few days after the 4th July, 1842, while Jno. L. Hudgins was negotiating with the trustees named in the deed of trust from Thomas Hudgins, heretofore spoken of, for a loan of the trust-fund in their hands, Elliott W. Hudgins, son of Jno. L. Hudgins, was asked in the presence of deponent, by S. G. Miller, if he did not hold a deed for all his father's land in the county of York, he, Miller, saying that he had so heard; to which Elliott replied, it was a lie, and left the clerk's office, where the conversation just narrated occurred; the said Elliott shortly returned into the office aforementioned, and said that he meant only to say that it was a lie that he held a deed for the whole of his father's land in York; that he held a deed for but 300 acres. And further this deponent saith not.

JNO. BOHANNON, Jr.

22d June, 1844.

The Deposition of Wm. Bassett.

This deponent being first duly sworn, deposeth and saith, that in the early part of the month of July, 1842, he thinks the last part of the 1st week of the month, in a conversation held in the clerk's office at Matthews C. H., the subject of which was taking a deed of trust on the property of John L. Hudgins, Houlder Hudgins stated that his brother, John L., owed him $800, and if they, the trustees of Thos. Hudgins, took a deed of trust on Jno. L. Hudgins's property, he, Houlder, would like to have his debt secured in said deed. And further this deponent saith not.

WM. BASSETT.

22d June, 1844.

The Deposition of Jos. Bohannon.

This deponent being first duly sworn, deposeth and saith, that he is well acquainted with, and often passed by, the farm of Jno. L. Hudgins, in the co. of Matthews, and that he knows some of the negroes belonging to the said J. L. Hudgins; that he has been to the house of s'd Hudgins several times since July, 1842, and that the farm in Matthews has been occupied, used, and enjoyed by said Hudgins in the same manner as before July, 1842; that he sees no change in the condition of things there, except that some of the negroes have been sold and removed; this deponent saith that since the summer of 1842, John L. Hudgins had proposed to sell him timber from said farm, and further, that Holder Hudgins, who holds a bill of sale for all the personal property of John L. Hudgins, bearing date the 19th day of July, 1842, said to this deponent and several others, that if he were in his brother Thomas's place, he would have taken his negroes to New Orleans and sold them and put the proceeds in his pocket, and would not have suffered the negroes to have been sacrificed as they were, and then let the creditors get the money as they could. Deponent asked s'd Houlder what he would have done if he had been taken under a ca. sa. execution and imprisoned; he, s'd Houlder, replied, as well as deponent remembers, that matters could be arranged; that Thomas Hudgins was not able to pay all his debts; and that he, said Houlder, would in such case have kept some to live upon. And further this deponent saith not.

22d June, 1844. JOS. BOHANNON.

In the United States Court for the eastern district of Virginia.—In the matter of bankruptcy of John L. Hudgins.

The Deposition of Alexander James.

This deponent being first sworn, deposeth and saith, he was in the clerk's office in the early part of the summer of the year 1842; he thinks Houlder Hudgins came in and commenced conversation with Mr. Shepard G. Miller about the affairs of Col. Hudgins and John L. Hudgins, and stated in said conversation that his brother, John L.

Hudgins, owed him seven or eight hundred dollars by bond, and expressed some anxiety as to the best manner of getting that bond secured.

Mr. Elliott Hudgins came into the clerk's office in the year of 1842, subsequent to the Seaford sale; I was in there writing for Mr. Miller. Mr. Miller observed to Elliott Hudgins that he had understood that he, Elliott Hudgins, had a deed for his father's tract of land in York county; to which said Hudgins replied, it is a lie; I have no deed for any part of my father's land.

I have several times had business with Mr. John L. Hudgins in the capacity of constable, and have as often been to his residence, whom I have not been able to see, except by chance, as he has, in my opinion, kept out of the way of public officers since the month of July, 1842. I did, however, succeed in noticing him on several forthcoming bonds at one time; on that occasion he was busying himself with some farming utensils in his yard, and did not discover me until his son Thomas, who saw me coming, hastily advanced to his father to apprize him of that fact, as I judged; his father immediately started for his dwelling, but I was near enough to apprize him of the said forthcoming bonds; he then stopped, and, in considerable agitation, said he wanted nothing to do with me; we had some further talk together, and I then left him.

On another occasion, I went to John L. Hudgins's house on business with him; his house door was closed; his son Andrew came to the door; I told him I wanted to see his father; he replied, I could not see him. I therefore handed to Andrew Hudgins a copy of a notice on a forthcoming bond; the said Andrew read it, and said he would not give it to his father, and wanted me to take it back, but as I would not, he threw it on the ground at the feet of my horse, and told me that I must stop coming there; to which I replied that I, as a public officer, had the privilege of going where I had business. He then said he had rented that farm for that year, and if I did not stop coming there, he did not know that I would not get shot. Our conversation then ceased, as I rode off. I went there at another time to serve a notice on the same forthcoming bond, but could not see Mr. John L. Hudgins. I, however, saw his son Thomas, who came to the door, and after ascertaining from him that I could not see his father, I handed him a copy of the forthcoming bond; he read it, and wanted me to take it back, which I would not do; he therefore threw it in my face, and said, at the time, that I must hand him no more papers. I immediately rode off. I have recently been to John L. Hudgins's to execute a subpœna of injunction, but could not see him, nor get his son Thomas, whom I saw, to take a copy of said subpœna to his father. I afterwards gave the subpœna to *to* Mr. Houlder Hudgins, under the promise that he would get his brother, John L. Hudgins, to acknowledge service of it, which promise he has fulfilled.

I have not heard Mr. Houlder Hudgins say anything, at any time, about any other bond than that referred to in the early part of my deposition.

Further this deponent saith not.

20th June, 1844. ALEXANDER JAMES.

In the United States Court for the eastern district of Virginia.—In the matter of bankruptcy of Jno. L. Hudgins.

The Deposition of Shepard G. Miller, of lawful age.

This deponent being first duly sworn, deposeth and saith, that at the Seaford sale, in Matthews, in July, 1842, Mr. John L. Hudgins proposed to borrow of myself and other trustees of Thomas Hudgins about three thousand dollars to relieve himself of executions in the hands of the sheriff, due on the 4th day of July, 1842, or thereabouts, for which he was bound as the security of his brother, the said Thomas Hudgins; the said executions having been secured by a trust deed from Thomas Hudgins to his creditors, who not being willing to wait for their money, placed their ex'ons in the sheriff's hands without regard to the said deed from Thomas Hudgins to his creditors; and he, John L. Hudgins, offered to secure the trustees for the loan, by giving them a deed of trust upon his real and personal estate in the counties of Matthews and York, and offered to give Mr. James M. Vaughan and Robert Hudgins, his brother, as security. Mr. Vaughan, when called on, declined going the security of Mr. John L. Hudgins. On the next day we attended the sale again, and had heard from Mr. Mallicote, a gentleman from York county, who remained with Mr. John Bohannon, jr., one of the trustees, the overnight, that the land offered by Mr. Jno. L. Hudgins to the trustees to secure them in the event of the loan, lying in the county of York, had been conveyed to his son, Elliott W. Hudgins, some time previous. In the effort to make this arrangement Mr. Robert Hudgins appeared to be willing to become the security of his brother, John L. Hudgins, in the event of said John L. Hudgins giving a trust deed on his land and negroes in this county and land in York. I do not now recollect that the negroes in York were to be included. In consequence of the information received from Mr. Mallicote, of the conveyance of land from said Hudgins to his son, Elliott W. Hudgins, the trustees declined loaning him the money. A short time after the Seaford sale Mr. Elliott W. Hudgins, of the county of York, was in the clerk's office of Matthews county, and I said to him, in the presence of Mr. John Buchannon, jr., and Major Alex. James, that Mr. Mallicote had informed Mr. Jno. Buchannon, jr., that the land owned by his father, John L. Hudgins, in York, had been deeded to him by his father, to which he replied that it was a lie. Nothing more was said in reference to this matter at that time. A short time after this conversation, Mr. Elliott W. Hudgins came again into the office—Mr. Jno. Buchannon, jr., being present—and endeavored to explain what he had before given the lie, by saying that he had not a deed for the whole of his father's land in York, but only for 300 acres of same. I think this conversation occurred a little before or after Matthews July court, 1842, which took place on the 11 July. I think John L. Hudgins owed but little until the winter of 1841 and '42, and it was generally so considered in this county when he became bound as the secu-

rity of his brother, Thomas Hudgins, who made the deed of trust above referred to, to secure him, as his security, and other creditors. Subsequent to the Seaford sale, s'd John L. Hudgins came to my residence before sunrise in his carriage, and said to me that he wished to acknowledge a deed; I said to him that the law required him to acknowledge the deed in court or in the clerk's office, &c., and that I could not as clerk take his acknowledgment of the deed at my house; he then rode off, and I have never seen him at the court-house, or any other place, since that time. A deed has since that time been proved in the office of Matthews court, executed by John L. Hudgins, conveying his real estate in Matthews to his brother, Robert Hudgins; and also a bill of sale, conveying his negro and other personal estate to his brother, Houlder Hudgins. In July, 1842, I heard Mr. Houlder Hudgins say that, if he were in his brother, John L. Hudgins's, situation, that before the sheriff should take his property he would have to travel over his dead body. And further this deponent saith not.

SHEPARD G. MILLER.

20th June, 1844.

In the United States Court for the eastern district of Virginia.—In the matter of the bankruptcy of Jno. L. Hudgins.

The Deposition of John H. Diggs, of lawful age.

The deponent, being first duly sworn, deposeth and saith, that in in the year 1842 he was deputy sheriff of Matthews, and has been for seven years acting in that capacity; that he has known John L. Hudgins during the whole of his official career, and considered him, up to July, 1842, a man of large property, and frequently took him as security for large amounts on forthcoming bonds up to that time. In the fall of 1841, and spring of 1842, the said John L. Hudgins became bound for large sums on forthcoming bonds for his brother Thomas, on which judgments and executions were obtained, in the spring of 1842, after which time Thos. Hudgins executed a deed in trust, of date the 6th May, 1842, conveying to this deponent, Jno. Bohannon, jr., & S. G. Miller, as trustees, a large amount of property, real and personal, for the benefit of his creditors, and to secure his brother John harmless as security on the forthcoming bonds, above mentioned, which this deponent and the above trustees considered was sufficient to satisfy the executions and other debts for which Jno. L. Hudgins was bound as surety for his brother Thomas. On the 4th July, 1842, the trustees sold the personal property conveyed in the deed in trust of the 6th May, 1842, amounting to near $12,000, when the trustees received a restraining order, which issued from the district court of the United States, holden at Richmond upon the petition of Sangston & Co. vs. Thos. Hudgins in bankruptcy, enjoining then the trust fund in their hands until the further order of the said district court, when it was seen by Jno. L. Hudgins that the proceeds of the sale of Thos. Hudgins's property could not be made available to him to discharge the execu-

tions for which he was bound because of its *arestation* in the hands of the trustees, he proposed to borrow a part of the said fund, and offered to give a deed in trust on all his property, real and personal, which property is the same conveyed to his brother Robert and his son Elliott W., by deeds bearing date anterior to the 4th July, 1842, and by a bill of sale conveying the negroes, &c., to his brother Houlder, bearing date the 19th July, 1842. The day on which he proposed to borrow the fund before mentioned his brother Robert was present, and assented to the arrangement, and offered, in addition, to become bound as security for the said loan. Since the 4th July, 1842, to wit: on the 19th of the same month, he made a bill of sale to Houlder Hudgins for his negroes, and other personal property on his farm in Matthews, which is the same before referred to.

This deponent further saith, that Jno. L. Hudgins still lives on and occupies the same farm conveyed to his brother Robert, being the same he has resided on for many years past, and, so far as he believes, there has been no change in the condition of the said farm and personal property thereon. On one occasion this deponent went to Jno. L. Hudgins's house, and saw him in his porch; on this deponent's near approach, Jno. L. Hudgins retired, and avoided him. On the 2d Monday in July, 1842, Houlder Hudgins (brother of Jno. L.) proposed to this deponent to lend the trust-fund to his brother, John L., and said he was amply able to secure the repayment of the sum proposed to be borrowed, which this deponent and the other trustees declined to do. And further this deponent saith not.

JNO. H. DIGGS.

In the United States Court for the eastern district of Va.—In the matter of bankruptcy of Jno. L. Hudgins.

Some time between the 4th and 12th of July, 1842, I was returning from visiting a patient on Piankitank, and when I got near Lockley's branch, about half a mile beyond the residence of Mr. John L. Hudgins, but on his farm, I saw two white men, Henry Atherton and Thomas Ripley, sitting on a fence, each having a gun in hand, and two negro men cutting oats in the adjoining field, on Mr. John L. Hudgins's land, about fifty yards distant from the white men. I asked them what they were doing with their guns in the rain. They replied, that they were placed there to guard the negroes from the damned sheriffs and constables, by Mr. John L. Hudgins. I asked them if they would really shoot the officers. They replied, they would be damned if they would not shoot the sheriff or any one else who would interfere with the negroes. I inquired of them if they would shoot me if I should go into the field. They replied, that they would. I rode to the fence, as if going into the field, when Thomas Ripley, I believe, jumped off the fence, prepared his gun, and said he be damned if he did not shoot me. I then said to them they could be arrested, and ought to be ashamed of their conduct. They replied, they were put there with instructions to shoot any one who might interfere with the

negroes; that Mr. John L. Hudgins had been badly treated, and was justifiable in shooting any one who should interrupt his property. I have been in the habit of visiting Mr. Jno. L. Hudgins in the capacity of a physician; know most of the negroes mentioned in the bill of sale, bearing date the 19th of July, 1842, conveying the negroes and other personal property to Mr. Houlder Hudgins, and have seen the said negroes working and officiating on the farm of said Jno. L. Hudgins, since the date of the bill of sale, as they have done previous to that time, and should have supposed that they were still the property of John L. Hudgins, had I not have heard of the bill of sale above mentioned, as Mr. John L. Hudgins appeared to exercise the same control over the negroes as before the date of the bill of sale.

WM. S. THURSTON.

Matthews Court-house, May 17, 1844.

In the United States Court for the eastern district of Virginia.—In the matter of bankruptcy of Jno. L. Hudgins.

The Deposition of Parker Richardson, of lawful age, taken in behalf of the petitioner, Jno. L. Hudgins.

This deponent, being first duly sworn, deposeth and saith: On the day that the bill of sale from Jno. L. Hudgins to Houlder Hudgins was made for his negroes and other personal property, which bill of sale I witnessed, and bears date 19th July, 1842, the negroes conveyed in the said bill of sale were brought up and delivered, and I saw two bonds and money delivered to Jno. L. Hudgins, which he said was all right.

Question by Jarvis and Barnum, by their counsel. Will you please state whether you read the bonds referred to in your statement which was a part of the consideration for which the negroes were sold, and state their dates and amounts for which the bonds were executed, and whether you know of your own knowledge what was the amount of money paid by Houlder Hudgins to his brother, John L. Hudgins?

Answer. One bond was executed to me for the sum of seven hundred and thirty-seven dollars, and at the time of the transfer of the said bond from Houlder to John L. Hudgins amounted to about $800; the other bond amounted to about $2,000 and some odd, and was made payable to Houlder Hudgins, and signed by Jno. L. Hudgins; there was no witness to the bond, nor did I remember the date. The money alluded to I did not count, nor do I know the amount, but Jno. L. Hudgins said it was all right.

Question by same. You speak of the delivery of the negroes and other property; will you please describe the mode and manner of delivery?

Answer. The negroes were called up and John L. Hudgins said to Houlder, here are the negroes, take possession of them, and Houl-

der told the negroes to go home to his house; but I did not see them go, nor have I ever seen them on Houlder Hudgins's farm, nor Jno. L. Hudgins's farm either, at work.

Question by the same. Will you please say whether you saw the delivery of any other property except the negroes conveyed in the bill of sale, before alluded to?

Answer. I did not.

Question by the same. Will you please state what was the number of negroes delivered by John L. to Houlder Hudgins on the day spoken of in your former answers, and whether anything was said in relation to the old negroes?

Answer. I think there were ten or twelve, (10 or 12,) and Houlder Hudgins said to John L. Hudgins I will lend you old Brass, and two or three other old negroes whose names I do not now remember, together with the furniture in your house, until I call for it.

Question by the same. Will you please state the value of old Brass and the two or three other old negroes alluded to in your last answer?

Answer. I would not have them as a gift.

Question by the same. Will you please state what is your occupation, and how far you reside from Jno. L. and Houlder Hudgins?

Answer. I am a merchant, and live about a half mile from Houlder and a mile from Jno. L. *Hudings*.

Question by the same. By what accident did you happen at the house of Jno. L. Hudgins at the time you witnessed the bill of sale?

Answer. Jno. L. Hudgins sent for me.

Question by the same. Will you please state who was present at the time of the execution of the bill of sale and delivery of the property?

Answer. Jno. L. Hudgins, Houlder Hudgins, Mr. Bowden, and Jno. J. Owen.

Question by the same. Will you say what Mr. Bowden it was alluded to in your last answer?

Answer. I do not know; I never saw him before or since.

And further this deponent saith not.

PARKER B. RICHARDSON.

20th June, 1844.

The Deposition of Jno. J. Owen, of lawful age, taken on behalf of the petioner, *Jno. L. Hudgins.*

The deponent being first duly sworn, deposeth and saith, that when the bill of sale from Jno. L. Hudgins to Houlder Hudgins conveying the said Jno. L. Hudgins's negroes and other personal property to the said Houlder was made I was present, and saw the negroes delivered, all except three old negroes; that deponent saw Houlder Hudgins pay Jno. L. Hudgins money, and deliver two bonds, which Jno. L. Hudgins said was all right.

This deponent further saith, that after the negroes were delivered, he saw twelve (12) of them go to Houlder Hudgins, and that they worked there some time, but does not know how long.

Deponent further saith, that Houlder Hudgins said to Jno. L., I will lend you the old negroes and the other movable property until I send for them.

Question by Jarvis & Barnum, by their counsel. Will you state what was the number of negroes delivered at the time the bill of sale was executed (and of which you have before spoken)?

Answer. Fifteen negroes were delivered—twelve went home to Houlder Hudgins, and three old ones remained at Jno. L. Hudgins's, loaned to him by Houlder.

Question by the same. Please state how long the negroes delivered by Jno. L. to Houlder Hudgins remained on Houlder Hudgins's farm.

Answer. Most of the negroes remained nine or ten days; one I know returned to Jno. L. Hudgins the next day.

Question by the same. Will you please state whether Houlder Hudgins's negroes did not go to work on the farm of Jno. L. Hudgins at the same time the negroes delivered by Jno. L. Hudgins went to work on the farm of Houlder Hudgins?

Answer. I do not know that they did on the day of the delivery, but the next day four or five of the negroes owned by Houlder Hudgins before the *purchas* from his brother, Jno. L., went to work on the farm of Jno. L., and after a week or so *near* all Houlder Hudgins's hands went to work on Jno. L. Hudgins's farm to finish his crop.

Question by the same. Will you please state how many negroes were sold by Jno. L. Hudgins to Houlder Hudgins?

Answer. Fifteen, as I stated before, which were delivered to him.

Question by the same. Will you please state how much money was paid for the negroes, and whether you know the amount of the bonds, and to whom they were payable?

Answer. I neither know the amount of money paid, nor to whom the bonds were payable, nor the amount of the same, as I did not read them.

Question by the same. What is your occupation, and where do you reside?

Answer. I am a timber getter, and reside at Seaford, the estate of Col. Hudgins.

Question by the same. Will you please state on whose land you resided in the year 1843, and what was your occupation during that year?

Answer. I lived on the land of Jno. L. Hudgins during 1843, and worked chiefly for Houlder Hudgins as a timber getter. Further this deponent saith not.

JOHN J. OWEN.

20th June, 1844.

COMMISSIONER'S OFFICE, MATTHEWS COURT-HOUSE,
June 23, 1844.

In the United States Court for the eastern district of Virginia.—In the matter of bankruptcy of Jno. L. Hudgins.

Pursuant to an order of the district court of the United States for the eastern district of Virginia, made on the 28th day of Feb'y, 1844, in the foregoing case, directing your commissioner to receive proof from either party in said cause, touching the objections filed in the cause by Jarvis and Barnum, to the discharge of the petitioner, Jno. L. Hudgins, who has been declared a bankrupt by the district court, your commissioner, after giving notice of the time and place of taking such proof, according to the rules of the said court in such case made and provided, proceeded on the 11th day of May, 1844, at Matthews C. house, and continued from day to day, (Sundays excepted,) until the 23d June, 1844, (by consent of parties,) to receive proof in the foregoing cause. The preceding depositions of Jno. Bohannon, Jr., Wm. Basset, Jos. Bohannon, Jno. H. Diggs, Parker B. Richardson, and Jno. J. Owen were reduced to writing, signed, and sworn to in my presence; the depositions of Wm. Thurston, S. G. Miller, and Alex. James were sworn to and subscribed before me, and, with the exception of the caption thereto, are altogether in the handwriting of the deponents. All which is resp'y submitted.

WADE MOSBY,
Com'r in Bankruptcy for M. C.

The following report was returned and filed in the case by Com'r William F. Watson:

(*2d Report of Com'r Wm. F. Watson.*)

COMMISSIONER'S OFFICE, RICHMOND,
October, 1844.

The annexed claims, regularly proved, have been sent to me from the county of Matthews, to be reported to the court in the case of John L. Hudgins, of said county, who has been declared a bankrupt.

They appear to be due to William S. Thurston, and consist of, viz: a bond drawn by the bankrupt in favor of the said Thurston, dated 16th March, 1842, bearing interest from that date for $108 75. Another bond, payable on demand, in favor of the said Thurston, dated 17th March, 1842, bearing interest from 10th March, 1840, for $20, drawn as above. An open account due by the said bankrupt, dated 10th Novem., 1842, to 12 October, 1843, for articles got at and between those dates, amount $31 63.

The court will observe that I am reporting these claims after the regular report in the case has been made up and filed. Strictly speaking, I believe I should not do so without getting first the order of the court; but having pursued the present course in former cases without difficulty, I have consented to report as desired by the parties holding the claims.

Respectfully submitted:

WM. F. WATSON, *Commissioner.*

(*Documents annexed to Report of Commissioner.*)

For value received, I promise and oblige myself, my heirs, exect'rs, or adm'rs, to pay, or cause to be paid, unto Wm. S. Thurston, his order or assigns, the sum of one hundred and eight dollars and seventy-five cents, with interest from the date hereof.

As witness my hand and seal this sixteenth day of March, one thousand eight hundred and forty-two.

JOHN L. HUDGINS. [SEAL.]

Teste: FRANCIS ARMISTEAD.

VIRGINIA, MATTHEWS COUNTY, *to wit*:

This day, Francis Armistead, the subscribing witness to the bond hereto appended, bearing date the sixteenth day of March, eighteen hundred and forty-two, payable on demand to Wm. S. Thurston, for the sum of one hundred and eight dollars and seventy-five cents, personally appeared before me, Thomas James, a justice of the peace for the county aforesaid, and made oath in solemn form on the Holy Bible, that he subscribed his name as witness to the said bond; and that John L. Hudgins subscribed his name to the said bond in his presence, and acknowledged and delivered it as his act and deed.

Given under my hand and seal this seventh day of March, one thousand eight hundred and forty-four.

THOS. JAMES, *J. P.* [SEAL.]

On demand, for value received, I bind myself, my heirs, &c., to pay Wm. S. Thurston, or his heirs, &c., the sum of twenty dol's, with int's from the 10th day of March, 1840, till paid.

Witness my hand and seal this 17th day of March, 1842.

JOHN L. HUDGINS. [SEAL.]

Teste: BALDWIN FOSTER.

VIRGINIA, MATTHEWS COUNTY, *to wit:*

This day, Baldwin Foster, the subscribing witness to the bond hereto appended, bearing date the seventeenth day of March, eighteen hundred and forty-two, payable on demand to Wm. S. Thurston, for the sum of twenty dollars, with interest thereon from the tenth day of March, eighteen hundred and forty, and made oath in solemn form on the Holy Bible, before me, Thomas James, a justice of the peace for the county aforesaid, that he subscribed his name to said bond, a witness, and that John L. Hudgins subscribed the same in his presence, and acknowledged and delivered it as his act and deed.

Given under my hand and seal this seventh day of March, eighteen hundred and forty-four.

THOS. JAMES, *J. P.* [SEAL.]

Mr. JOHN L. HUDGINS

To WM. S. THURSTON, Dr.

1842,	Nov'r	10.	To vial sulp. aether, per Thomas, 6*s*. -	$1 00
1843,	Jan'y	7.	" visit to Moxville, 12*s*.; ante, 1*s*. 6*d*. -	2 25
"	"	"	" sulp. aether, self, 2*s*.3*d*.; quassia, 1*s*.6*d*.	63
"	"	"	" qu'r opium, self, 1*s*. 6*d*. - - -	25
"	"	"	" visit to Moxville, 12*s*.; pill mass, &c., 2*s*. 3*d*. - - - - - -	2 37
"	"	"	" *nitic* acid, 3*s*.; gentian, 1*s*. 6*d*. - -	75
"	"	20.	" blue pills, for Moxville - - -	63
"	"	24.	" visit to Moxville, 12*s*.; blue pill, 4*s*. 6*d*.	2 75
"	"	"	" comp'd dec't sarsaparilla, 6*s*.; sulp. morp., 2*s*. 3*d*. - - - -	1 37
"	"	25.	" call visit, same, 6*s*. - - - -	1 00
"	"	29.	" call visit, 6*s*. - - - - -	1 00
"	Feb'y	1.	" visit to Moxville, 6*s*.; blue pill, 3*s*. -	1 50
"	Sept'r	6.	" call visit, wife, 6*s*. - - - -	1 00
"	"	10.	" visit daughter Alice, 12*s*. - - -	2 50
"	"	"	" - - - - - - - -	50
"	"	17.	" visit same, 12*s*. - - - - -	2 25
"	"	"	" quinine, 3*s*. - - - - -	50
"	"	18.	" visit same, 12*s*. - - - - -	2 25
"	"	20.	" visit same, 12*s*. - - - - -	2 50
"	"	"	" - - - - - - - -	38
"	Oct'r	1.	" visit to wife, 12*s*. - - - -	2 75
"	"	"	" daughter, 1*s*. 6*d*. - - -	50
"	"	"	" magnesia, wife, 1*s*. 6*d*. - - -	25
"	"	"	" sulp. quinine, family, 4*s*. 6*d*. - -	75
				$31 63

I, William S. Thurston, make oath in solemn form on the Holy Bible, that John L. Hudgins has never paid me either of the bonds hereto appended, the one bearing date the sixteenth day of March, eighteen hundred and forty-two, for the sum of one hundred and eight dollars and seventy-five cents, with interest from the date, and payable on demand; the other for the sum of twenty dollars, with interest from the tenth day of March, eighteen hundred and forty, bearing date the seventeenth day of March, eighteen hundred and forty-two, and payable on demand, or any part of either of them; and the said John L. Hudgins has not any offset against either of the said bonds; and that John L. Hudgins is justly indebted to me in the sum of thirty-one dollars and sixty-three cents, for medical services, medicines, &c., &c., as per account hereto appended. The account is for medical services, medicines, &c., &c., rendered the said John L. Hudgins and his family at his request; and that I attended his family as physician; and from the great difficulty of proving such accounts, I believe it impossible to prove the account in any other manner than by my own oath, and that

I was in the habit of attending himself and family as physician, and that John L. Hudgins has no offset against the said account.

WM. S. THURSTON.

VIRGINIA, MATTHEWS COUNTY, *to wit:*

I, Richard M. Glasscock, do certify that I have seen Wm. S. Thurston at John L. Hudgins's, attending on his family as a physician, and that I believe he has been in the habit of attending said family in the above capacity; and have heard the members of said family speak in reference to said Thurston having attended said family as physician.

Given under my hand, this seventh day of March, eighteen hundred and forty-four.

R. M. GLASCOCK, *M. D.*

VIRGINIA, NEW KENT COUNTY, *to wit:*

I, Thomas James, a justice of the peace for the aforesaid county, do certify that Wm. S. Thruston and Richard M. Glascock, each personally appeared before me, and signed the above affidavits to which their names are attached, and made oath in solemn form on the Holy Bible that the above affidavits are correct and true.

Given under my hand and seal, this seventh day of March, eighteen hundred and fourty-four.

THOS. JAMES, *J. P.* [SEAL.]

The following report was returned, and filed among the papers of the said case by Commissioner Wm. F. Watson:

(*3d Report of Commissioner Wm. F. Watson.*)

COMMISSIONER'S OFFICE,
Richmond, October, 1844.

The annexed claims, which appear to be copies from the original, (and certified to be such by Shepard G. Miller, clerk of the superior court of law and chancery for Matthews county, where they are stated to be in suit,) have been regularly proved and placed in my hands, to be reported on in the case of John L. Hudgins, a bankrupt.

They consist of five bonds, executed by Th. Hudgins, Wm. *Ford,* and John L. Hudgins—

1 dated 10th July, 1837, and payable 10th July, 1838, for $668 33⅓
1 " " " 10th " 1839, for 668 33⅓
1 " " " 10th " 1840, for 668 33⅓

Bearing interest from their date, and payable to Wm Shultice and Sam'l Diggs, executors of C. Atkinson, dec'd.

1 dated 23d March, 1838, payable 13th March, 1838, for $55 80
1 " " " 13th Sept'r, 1838, for 55 80

1 dated 7th January, 1840, and payable 1st January, 1841, executed by Th. Hudgins, Edm'd P. Benson, and John L. Hudgins, payable to Larkin Litchfield, guardian of the orphans of Chls. Atkinson, dec'd, for $84.

The court will observe that I am reporting these claims after the regular report in the case has been made up, and filed. Strictly speaking, I believe I should not do so, without getting first the order of the court; but having pursued the present course in former cases without difficulty, I have consented to report as desired by the parties holding the claims.

Respectfully submitted:
WM. F. WATSON, *Commissioner.*

$668 38⅓-100.

On the 10th day of July, 1838, we bind ourselves, our heirs, &c., to pay to William Shultice and Samuel Diggs, executors of C. Atkinson, deceased, the sum of six hundred and sixty-eight 38⅓-100ths dollars, with interest from the 10th day of July, 1837, for value received. Witness our hands and seals this 23d day of March, 1838.

TH. HUDGINS, [L. S.]
WM. TOD, [L. S.]
JOHN L. HUDGINS, [L. S.]

Teste: S. G. MILLER as to Wm. Tod,
E. BARNUM as to Jno. L. Hudgins.

Assignment of the above obligation, to wit:
Wm. Shultice and Sam'l Diggs, ex'ors of C. Atkinson, dec'd.
Nov. 25th, 1840.

$668 38⅓-100.

On the 10th day of July, 1837, we bind ourselves, our heirs, &c., to pay to William Shultice and Samuel Diggs, executors of C. Atkinson, dec'd, the sum of six hundred and sixty-eight 38⅓ dollars, with interest from the 10th day of July, 1837, to be paid annually, for value received. Witness our hands and seals this 23d day of March, 1838.

TH. HUDGINS, [L. S.]
WM. TOD, [L. S.]
JNO. L. HUDGINS, [L. S.]

Ex'ors of C. A. interlined.

Teste: S. G. MILLER as to Wm. Tod,
E. BARNUM as to Jno. L. Hudgins.

Assignment of the above obligation, to wit:
W. Shultice and Sam'l Diggs, ex'ors of C. Atkinson, dec'd.
Nov. 25th, 1840.

668 38⅓-100.

On the 10th day of July, 1840, we bind ourselves, our heirs, &c., to pay to Wm. Shultice and Samuel Diggs, executors of C. Atkinson, dec'd, the sum of six hundred and sixty-eight 38⅓-100ths dollars, with

interest from the 10th day of July, 1837, (to be paid annually,) for value received. Witness our hands and seals this 23d day of March, 1838.

TH. HUDGINS, [L. S.]
WM. TOD, [L. S.]
JNO. L. HUDGINS, [L. S.]

Teste: S. G. MILLER,
E. BARNUM as to Jno. L. Hudgins.

Assignment of bond, to wit:
Wm. Shultice and Sam'l Diggs, ex'ors of C. Atkinson, dec'd.
Nov. 25th, 1840.

The foregoing are true copies of bonds filed in suits depending in the circuit superior court of law and chancery for Matthews county, in the name of Charles Atkinson orphans' guard. v. Tho. Hudgins, John L. Hudgins, &c.

Teste: SHEPARD G. MILLER, *C. C.*

$55\frac{80}{100}$.

On the 13th day of September, 1838, we bind ourselves, our heirs, &c., to pay to W. Shultice and S. Diggs, ex'ors of C. Atkinson, dec'd, the sum of fifty-five $\frac{80}{100}$ dollars, for value rec'd. Witness our hands and seals, this 23d day of March, 1838.

TH. HUDGINS, [SEAL.]
WM. TOD, [SEAL.]
JOHN L. HUDGINS. [SEAL.]

Teste: S. G. MILLER,
E. BARNUM as to John L. Hudgins.

Assignment on said bond, to wit:
W. Shultice and Sam'l Diggs, ex'rs of C. Atkinson, dec'd.

On the first of January, 1841, we promise and oblige ourselves, our heirs, &c., to pay to Larkin Litchfield, guard'n of the orphans of Chas. Atkinson, dec'd, or his order, the sum of eighty-four dollars cents, it being for the hire of Armistead the present year, the said Armistead to have a summer shirt and pantaloons, and to be returned on the first of Jan'y, 1841, with double-wove yarn clothes, 2 winter shirts, yarn socks, double-sole shoes, and a blanket; also his taxes paid. As witness our hands and seals this 7th of January, 1840.

TH. HUDGINS, [SEAL.]
EDM'D P. BENSON, [SEAL.]
JOHN L. HUDGINS. [SEAL.]

Teste: ELLIOTT W. HUDGINS,
E. BARNUM as to Jno. L. Hudgins.

I, Shepard G. Miller, clerk of the circuit sup'r court of law and chancery for the county of Matthews, certify that the foregoing bonds are truly copied from the originals filed in suits depending in the said court.

Teste: SHEPARD G. MILLER, *C. C.*

55\frac{00}{100}$.

On the 13th day of March, 1838, we bind ourselves, our heirs, &c., to pay to Wm. Shultice and Diggs, ex'ors of C. Atkinson, dec'd, the sum of fifty-five $\frac{00}{100}$ dollars, for value received. Witness our hands and seals this 23d day of March, 1838.

TH. HUDGINS, [SEAL.]
WM. TOD, [SEAL.]
JOHN L. HUDGINS. [SEAL.]

Teste: S. G. MILLER,
E. BARNUM as to John L. Hudgins.

Assignment of the above obligation, to wit:
W. Shultice and Sam'l Diggs, ex'ors of C. Atkinson, dec'd.

The above is a true copy of a bond filed in an action of debt depending in the circuit superior court of law and chancery for the county of Matthews, in the name of Wm. Shultice and Sam'l Diggs, ex'ors of Chas. Atkinson, dec'd, who sue for the benefit and at the costs of Charles Atkinson's orphans' guardians, against Thomas Hudgins, Wm. Tod, and John L. Hudgins.

Teste: SHEPARD G. MILLER, *C.*

MATTHEWS COUNTY, *to wit:*

This day Larkin Litchfield personally appeared before me, Walter G. Lane, a justice of the peace for the county aforesaid, and made oath that the claims hereto appended were due and contracted before the time John L. Hudgins was declared a bankrupt, and that the same are still due and unpaid, and that he hath received no part thereof, or security of any kind for the same, except a deed of trust on about one hundred and ninety-four acres of land, worth not more than four dollars per acre. Given under my hand and seal at Matthews C't-house, this 15th day of March, 1844.

W. G. LANE, *J. P.* [SEAL.]

MATTHEWS COUNTY, *to wit:*

This day Elijah Barnum personally appeared before me, a justice of the peace for the county aforesaid, and made oath that John L. Hudgins acknowledged the signature to the bonds to which the foregoing are true copies. Given under my hand and seal this 20th day of March, 1844.

W. G. LANE, *J. P.* [SEAL.]

The following are copies of other papers filed in the cause:

Whereas Thomas Hudgins, of the county of Matthews, is indebted to the following persons for judgments obtained by them at the spring term of circuit s. c't of law and chancery for the county of Matthews, for the year 1842, on forthcoming bonds, viz: To Wm.

McDonald & Co., of the city of Baltimore, in the sum of four hundred and fifty dollars and thirty-six cents, with legal interest thereon from 13th Nov'r, 1841, and the legal costs attending the said judgment—which judgment was rendered against said Hudgins as security for William Tod; to Ferguson & Michado, of the borough of Norfolk, in the sum of ninety-three dollars $\frac{33}{100}$, with legal interest thereon from 1st Dec., 1841, and the legal costs attending the said judgment—which judgment was rendered against said Hudgins as co-obligor with John H. Dunlary and John L. Hudgins; to Edmund W. Bohannon, in the sum of one hundred and twelve dollars $\frac{8}{100}$, with legal interest thereon from the 20th November, 1841, and the legal costs attending the said judgment, which was rendered against the said Thomas Hudgins as co-obligor of John H. Dunlary and John L. Hudgins; to Ricardo, Betts & Co., in the sum of eleven hundred and thirty dollars and $\frac{32}{100}$, with legal interest thereon from 13th Nov., 1841, until paid, and the legal costs attending the said judgment, which was rendered against the said Hudgins as security of Wm. Tod; to Ricardo, Betts & Co., in the sum of nine hundred and twenty-three dollars $\frac{23}{100}$, and interest thereon from 22d Nov'r, 1841, and the legal costs attending the said judgment, which was rendered against the said Thomas Hudgins as co-obligor with *with* John H. Dunlary and John L. Hudgins; to Dungan & Rust, in the sum of one hundred and twenty-eight dollars $\frac{28}{100}$, with legal interest thereon from 1st December, 1841, and the legal costs attending the said judgment, which was rendered against the said Thos. Hudgins as co-obligor with John H. Dunlary and John L. Hudgins; to William McDonald & Co., in the further sum of three hundred and twenty-one dollars $\frac{67}{100}$, and legal interest thereon from 13th November, 1841, and the legal costs attending the said judgment which was rendered against the said Thomas Hudgins as security of William Tod; to Henry Pike, as executor of John Potter, jr., in the sum of two hundred and forty-three dollars $\frac{83}{100}$, with legal interest thereon from the 20th November, 1841, and the legal cost attending the said judgment which was rendered in the name of the said John Potter, jr., against the said Thomas Hudgins, security for the said William Tod; to Stanly & Co., in the sum of eighty-seven dollars and $\frac{45}{100}$, with legal interest thereon from 13th November, 1841, and the legal costs attending the said jud't which was rendered against the said Thomas Hudgins as security for William Tod; to Walter Jones, as ass'ee of T. C. Baytop, in the sum of one hundred and ninety-five dollars, with legal interest thereon from 13th November, 1841, and the legal costs attending the said judgment which was rendered against the said Thomas Hudgins as security for William Tod; to William P. Smith, adm'r of Thomas Smith, in the sum of one thousand and ninety-three dollars $\frac{67}{100}$, with legal interest thereon from 1st December, 1841, and the legal costs attending the said judgment which was rendered against the said Thomas Hudgins as co-obligor with John L. Hudgins; to John F. Webb, ass'ee of Jos. G. Lindsay, in the sum of sixteen hundred and five dollars and $\frac{83}{100}$, with legal interest thereon

from 20th January, 1842, and the legal costs attending the said judgment which was rendered against the said Thomas Hudgins as co-obligor with John L. Hudgins; to James F. Hunter, in the sum of one hundred and twenty-eight dollars $\frac{85}{100}$, with legal interest thereon from the 7th December, 1841, and the legal cost attending the said judgment which was rendered against the said Hudgins as co-obligor with the said John L. Hudgins; to Dickson, Hunter & Hopkins, in the sum of three hundred and fifty-five dollars $\frac{97}{100}$, with legal interest thereon, from the 20th November, 1841, and the legal costs attending the said judgment which was rendered against the said Thomas Hudgins as co-obligor with John L. Hudgins; to Thomas Henderson, ass'ee of Joseph R. Gayle, adm'r of Thomas Hall, in the sum of two hundred and twenty dollars $\frac{33}{100}$, with legal interest thereon from 20th Nov., 1841, and the legal costs attending the said judgment which was rendered against the said Thomas Hudgins as co-obligor with John L. Hudgins; to Higginbotham & Co., in the sum of six hundred and twenty dollars and $\frac{90}{100}$, with legal interest thereon from 13th Nov'r, 1841, which was rendered against the said Thomas Hudgins as security of William Tod, and the legal costs attending the said judgment. And whereas the said Thomas Hudgins is also indebted in the amount of judgments obtained against him by the following persons respectively, at the said term of the said superior , viz: To Henry W. Tabb, ex'or of Christopher Tompkins, in the sum of two hundred and sixty-one dollars and $\frac{62}{100}$, with legal interest thereon from the 1st July, 1837, and the legal cost attending the recovery thereof; and also in the further sum of seven hundred dollars, with legal interest thereon from the 15th January, 1838, and the legal costs attending the recovery of the said judgment; and also in the further sum of sixty-one dollars $\frac{11}{100}$, with legal interest thereon from the 9th April, 1839, and the legal cost attending the recovery of said judgment; to Curtis, Jones & Co., in the sum of one hundred and fifty-nine dollars *and fifty-nine dollars* and $\frac{25}{100}$, with legal int. thereon from 1st January, 1839, and the legal cost attending the said judgment, which was rendered against the said Thomas Hudgins, as security of William Tod. And whereas the said Thomas Hudgins is also indebted to Hooper & Hardester in the sum of twenty dollars $\frac{37}{100}$, with legal interest thereon from 1st January, 1841, and the legal cost attending the said judgment, which was rendered against the said Thomas Hudgins at the March term, 1842, of the county court of Matthews. And whereas also the said Thomas Hudgins is also indebted to the said Henry W. Tabb, ex'or of Christopher Tompkins, the amount of a claim now pending before the circuit superior court of law and chancery for the county of Matthews, with the legal cost attending the prosecution of the same, which claim amounts to the sum of nine hundred and thirty-nine dollars $\frac{75}{100}$, with legal interest thereon from 2d day of July, 1838, subject to a credit, however, for *for* certain white oak roots, delivered by the said Thomas Hudgins to the said Christopher Tompkins, in his lifetime, as by the books of said Tompkins will more fully

McDonald & Co., of the city of Baltimore, in the sum of four hundred and fifty dollars and thirty-six cents, with legal interest thereon from 13th Nov'r, 1841, and the legal costs attending the said judgment—which judgment was rendered against said Hudgins as security for William Tod; to Ferguson & Michado, of the borough of Norfolk, in the sum of ninety-three dollars $\frac{33}{100}$, with legal interest thereon from 1st Dec., 1841, and the legal costs attending the said judgment—which judgment was rendered against said Hudgins as co-obligor with John H. Dunlary and John L. Hudgins; to Edmund W. Bohannon, in the sum of one hundred and twelve dollars $\frac{8}{100}$, with legal interest thereon from the 20th November, 1841, and the legal costs attending the said judgment, which was rendered against the said Thomas Hudgins as co-obligor of John H. Dunlary and John L. Hudgins; to Ricardo, Betts & Co., in the sum of eleven hundred and thirty dollars and $\frac{32}{100}$, with legal interest thereon from 13th Nov., 1841, until paid, and the legal costs attending the said judgment, which was rendered against the said Hudgins as security of Wm. Tod; to Ricardo, Betts & Co., in the sum of nine hundred and twenty-three dollars $\frac{23}{100}$, and interest thereon from 22d Nov'r, 1841, and the legal costs attending the said judgment, which was rendered against the said Thomas Hudgins as co-obligor with *with* John H. Dunlary and John L. Hudgins; to Dungan & Rust, in the sum of one hundred and twenty-eight dollars $\frac{28}{100}$, with legal interest thereon from 1st December, 1841, and the legal costs attending the said judgment, which was rendered against the said Thos. Hudgins as co-obligor with John H. Dunlary and John L. Hudgins; to William McDonald & Co., in the further sum of three hundred and twenty-one dollars $\frac{67}{100}$, and legal interest thereon from 13th November, 1841, and the legal costs attending the said judgment which was rendered against the said Thomas Hudgins as security of William Tod; to Henry Pike, as executor of John Potter, jr., in the sum of two hundred and forty-three dollars $\frac{53}{100}$, with legal interest thereon from the 20th November, 1841, and the legal cost attending the said judgment which was rendered in the name of the said John Potter, jr., against the said Thomas Hudgins, security for the said William Tod; to Stanly & Co., in the sum of eighty-seven dollars and $\frac{45}{100}$, with legal interest thereon from 13th November, 1841, and the legal costs attending the said jud't which was rendered against the said Thomas Hudgins as security for William Tod; to Walter Jones, as ass'ee of T. C. Baytop, in the sum of one hundred and ninety-five dollars, with legal interest thereon from 13th November, 1841, and the legal costs attending the said judgment which was rendered against the said Thomas Hudgins as security for William Tod; to William P. Smith, adm'r of Thomas Smith, in the sum of one thousand and ninety-three dollars $\frac{07}{100}$, with legal interest thereon from 1st December, 1841, and the legal costs attending the said judgment which was rendered against the said Thomas Hudgins as co-obligor with John L. Hudgins; to John F. Webb, ass'ee of Jos. G. Lindsay, in the sum of sixteen hundred and five dollars and $\frac{93}{100}$, with legal interest thereon

from 20th January, 1842, and the legal costs attending the said judgment which was rendered against the said Thomas Hudgins as co-obligor with John L. Hudgins; to James F. Hunter, in the sum of one hundred and twenty-eight dollars $\frac{85}{100}$, with legal interest thereon from the 7th December, 1841, and the legal cost attending the said judgment which was rendered against the said Hudgins as co-obligor with the said John L. Hudgins; to Dickson, Hunter & Hopkins, in the sum of three hundred and fifty-five dollars $\frac{97}{100}$, with legal interest thereon, from the 20th November, 1841, and the legal costs attending the said judgment which was rendered against the said Thomas Hudgins as co-obligor with John L. Hudgins; to Thomas Henderson, ass'ee of Joseph R. Gayle, adm'r of Thomas Hall, in the sum of two hundred and twenty dollars $\frac{33}{100}$, with legal interest thereon from 20th Nov., 1841, and the legal costs attending the said judgment which was rendered against the said Thomas Hudgins as co-obligor with John L. Hudgins; to Higginbotham & Co., in the sum of six hundred and twenty dollars and $\frac{90}{100}$, with legal interest thereon from 13th Nov'r, 1841, which was rendered against the said Thomas Hudgins as security of William Tod, and the legal costs attending the said judgment. And whereas the said Thomas Hudgins is also indebted in the amount of judgments obtained against him by the following persons respectively, at the said term of the said superior , viz: To Henry W. Tabb, ex'or of Christopher Tompkins, in the sum of two hundred and sixty-one dollars and $\frac{62}{100}$, with legal interest thereon from the 1st July, 1837, and the legal cost attending the recovery thereof; and also in the further sum of seven hundred dollars, with legal interest thereon from the 15th January, 1838, and the legal costs attending the recovery of the said judgment; and also in the further sum of sixty-one dollars $\frac{11}{100}$, with legal interest thereon from the 9th April, 1839, and the legal cost attending the recovery of said judgment; to Curtis, Jones & Co., in the sum of one hundred and fifty-nine dollars *and fifty-nine dollars* and $\frac{25}{100}$, with legal int. thereon from 1st January, 1839, and the legal cost attending the said judgment, which was rendered against the said Thomas Hudgins, as security of William Tod. And whereas the said Thomas Hudgins is also indebted to Hooper & Hardester in the sum of twenty dollars $\frac{37}{100}$, with legal interest thereon from 1st January, 1841, and the legal cost attending the said judgment, which was rendered against the said Thomas Hudgins at the March term, 1842, of the county court of Matthews. And whereas also the said Thomas Hudgins is also indebted to the said Henry W. Tabb, ex'or of Christopher Tompkins, the amount of a claim now pending before the circuit superior court of law and chancery for the county of Matthews, with the legal cost attending the prosecution of the same, which claim amounts to the sum of nine hundred and thirty-nine dollars $\frac{75}{100}$, with legal interest thereon from 2d day of July, 1838, subject to a credit, however, for *for* certain white oak roots, delivered by the said Thomas Hudgins to the said Christopher Tompkins, in his lifetime, as by the books of said Tompkins will more fully

appear, both as to number and price. And whereas the said Thomas Hudgins is also indebted by judgment to Philip E. Tabb (agent) in the sum of seventy dollars, with legal int. from 1st January, 1841, and legal cost; to R. C. Mason in the sum of eighty dollars $\frac{12}{100}$, int. from 20th Nov., 1840, by judgment, with the legal costs attending the same, which jud't was rendered against Tho. Hudgins and Jno. H. Dunlary; also to Tho. L. Smith, ass'ee, by jud't against Jno. H. Dunlary and Tho. Hudgins, for one hundred and sixty-eight dollars and cost, with legal int. from 9th Feb'y, 1841, to be credited by $46 p'd 11th March, 1841. These three last judgments were rendered at March county court, 1842. And whereas also the said Thomas Hudgins is indebted to Thomas Diggs in the sum of seventy-five dollars, with legal interest thereon from 5 January, 1842, and the legal costs attending the recovery thereof; and in the further sum of five hundred and fifty-two dollars, with legal int. thereon from 1st January, 1841, and the legal costs attending the recovery thereof; upon which two last mentioned claims judgments were rendered at the last spring term of the said circuit sup. court of law and chancery against the said John L. Hudgins, as security for and as co-obligor with the said Thomas Hudgins; and is also indebted to the following persons respectively, on claims upon which judgments on forthcoming bonds were rendered at the April term, 1842, of the county court of Matthews, against the said John L. Hudgins and John H. Dunlary, the said John L. Hudgins being in each case the security for and co-obligor with the said Thomas Hudgins and John H. Dunlary, viz: To Philip T. George in the sum of two hundred and ninety-four dollars $\frac{48}{100}$, with legal interest from 11th March, 1842, and cost; and in the further sum of one hundred and forty-seven dollars $\frac{80}{100}$, with interest from 11th March, 1842, and cost; to Ferguson & Milhado, in the sum of fifty-nine dollars $\frac{58}{100}$, with interest from 11th March, 1842, and costs; to Charles S. Richardson, in the sum of thirty-two dollars $\frac{16}{100}$, with interest from 11th March, 1842, and costs; to Richard Anderson, in the sum of one hundred and twenty-eight dollars $\frac{28}{100}$, with interest from 11th March, 1842, and costs; to Charles and George Reid, in the sum of one hundred and sixty-six dollars $\frac{56}{100}$, with interest from 11th March, 1842, and costs. Which said debts above recited are hereinafter designated and mentioned as debts of the first class.

And whereas, also, the said Thomas Hudgins is justly indebted upon claims, in which the said John L. Hudgins is his security, to the following persons, viz: To Jarvis & Barnum, in the sum of fifteen hundred and seventeen dollars $\frac{10}{100}$, by note bearing date on the 11th day of March, 1842, with interest thereon from 11th day of March, 1842; to Larkin Litchfield, guardian of the children of Charles Atkinson, dec'd, in the following sums, to wit: in three several sums of about six hundred and sixty-eight $38\frac{1}{3}$ hundredths dollars each, by bonds bearing date on the 10th day of July, 1837, payable respectively on the 10th day of July, 1838, and on the 10th day of July, 1839, and on the 10th day of July, 1840; and also in two several sums, of about

fifty dollars each, by bonds bearing date on the day of , 183 , payable respectively on the 13th day of March, 1838, on the 13th of Sept'r, 1838—all of which said five bonds were originally made payable to the executors of Charles Atkinson, deceased, but which are now due and payable to the said Larkin Litchfield, as guardian as aforesaid; and in several other sums due, by several other bonds of various dates, for various amounts, making together about the sum of six hundred dollars—which last mentioned notes are in the possession of the said Larkin Litchfield, and cannot be herein more particularly described; and to John J. Burke, in a bond bearing date on the 15th day of February, 1842, for about the sum of thirty-seven hundred dollars, payable in two equal annual instalments. And whereas, also, the said Thomas Hudgins is indebted to William H. Roy and John W. Jarvis, commissioners acting under a decree of Matthews county court, in the case of Mahala Parish and others vs. Hodges, in a bond with the said John L. Hudgins, as security, for the sum of four hundred and eleven dollars, payable at nine months from the date, to wit, 14th June, 1841, being the purchase money of the land sold by virtue of the said decree, which is subject to a deduction for the amount of the respective interests of James D. Marchant and John H. Dunlary, as ass'ee of Mahala Parish, &c., which said interests have been transferred by the said Marchant and Dunlary, respectively, to the said Thomas Hudgins. And the said Thomas Hudgins is also justly indebted to William McDonald & Co., of the city of Baltimore, in the further sum of eighteen hundred and fifty-one dollars $\frac{1}{100}$, with interest thereon, from the 6th day of April, 1842, and payable on or before 1st day of January, 1843, which debt is evidenced by note under seal with the said John L. Hudgins as security. And the said Thomas Hudgins is also indebted to James M. Vaughan, of Back River, with the said John L. Hudgins as his security, on a note under seal for about four or five hundred dollars, but neither the exact amount of the said note or its date can be now ascertained, the said note being in the possession of the said Vaughan. And whereas, also, the said Thomas Hudgins, as co-obligor with John H. Dunlary, is also indebted in a bond payable to William H. Roy and John W. Jarvis, acting as commissioners, under a decree in the aforementioned cause of Parish and others, vs. Hedges, for the sum of twelve hundred and eighteen dollars $\frac{50}{100}$, due at nine months, from the 14th June, 1841, (given for the purchase of certain slaves sold under said decree,) but subject to a deduction of two hundred and eighty-six dollars $\frac{66}{100}$, being that portion of the amount intended to be secured by the said bond to which said John H. Dunlary is entitled under the said decree. All of the above debts and liabilities of the said John L. Hudgins, as security for the said Thomas Hudgins, which existed on the 1st March, 1842, mentioned since the debts of the first class, and also all other debts and liabilities of the said John L. Hudgins, as security of the said Thomas Hudgins, which existed at or before the first of March, 1842, and which shall be legally and properly ascertained by and between 1st January, 1843, shall be

and are hereinafter designated and mentioned as debts of the second class; and all the above debts and liabilities of the said John L. Hudgins, as security of Thomas Hudgins, which existed on the 2d May, 1842, and have accrued and arisen since the first of March, 1842, along with the debt of twelve hundred and eighteen dollars $\frac{2}{100}$, due Wm. H. Roy and John W. Jarvis, commissioners, under the decree of Matthews county court, in the case of Parish and others vs. Hodges, which is subject, however, to the aforementioned deduction of two hundred and eighty-six dollars $\frac{66}{100}$, which claims are mentioned since the debts of the first class; also any other liability of the said John L. Hudgins, as security for Thomas Hudgins, which have accrued since the 1st day of March, 1842, and existed on the 2d day of May, 1842, not herein set out, but which shall be legally and properly ascertained by or before 1st January, 1843, shall be and are hereinafter mentioned and designated as the debts of the third class, the debt to Roy and Jarvis, commissioners last above mentioned, coming in for its pro rata proportion with the other debts of the said third class. And whereas also the said Thomas Hudgins is also indebted to Edmund Jones in the sum of two hundred and sixty-six dollars, by note bearing date on the 9th of April, 1842; and is also indebted to the said Edmund Jones in a further note, supposed to be for about the sum of two hundred thirty-nine dollars and $\frac{58}{100}$, and interest thereon, which cannot be more particularly described, as the same is in the possession of the said Jones; and the said Thomas Hudgins is also indebted to Armistead Diggs & Co. by two notes, each for about one hundred and fifty dollars, and also the balance now due on a bond of the said Thomas Hudgins to John D. Jarvis, which was originally for about the sum of three hundred and sixty-five dollars, with int. from 22d July, 1840; which five last mentioned debts are hereinafter designated and mentioned as debts of the fourth class. The amount of all which debts, together with a full and entire indemnity to the said John L. Hudgins against loss from his said several securityships, the said Thos. Hudgins is willing and desirous more effectually to secure. And whereas the said Thomas Hudgins, by a certain indenture executed by him, bearing date on the 1st day of March, 1842, and duly recorded in the clerk's office of Matthews county court on the twenty-first day of March, 1842, did convey to one Albert G. Hudgins, as trustee, certain property therein mentioned and described, and intended to include a part of that herein mentioned and hereby conveyed upon trust, for certain purposes in the said indenture mentioned, intended for *for* the indemnity of the said John L. Hudgins against loss, *a* security for the said Thomas Hudgins in certain obligations therein mentioned; and whereas doubts have arisen whether the said indenture is of such validity, or so far available, as to protect the said John L. Hudgins and his said trustee from the rights and liens acquired by the said judgment creditors aforesaid, and the said John L. Hudgins is willing and desirous to avoid any difficulty therein, and in further consideration that the said Thomas Hudgins, and Rosannah L. his wife, by this conveyance have

agreed more fully to indemnify the said John L. Hudgins against loss from the securityships mentioned in the said conveyance to the said Albert G. Hudgins, and also to indemnify the said John L. Hudgins against loss in consequence of the responsibility incurred by him as security for the said Thomas Hudgins in such of the debts above recited for which the said John L. Hudgins has become bound since the date of the deed to the said A. G. Hudgins, as aforesaid. And whereas the said Thomas Hudgins, by deed bearing even date herewith, has conveyed to Sands Smith, trustee for the said Rosannah L. Hudgins, the following property, to wit: All the household and kitchen furniture now at the residence of the said Thomas Hudgins, and slaves Tom, an old man, (the miller), Peter, (a man), Dolly, (a woman), and her children, Sarah and Adam, and a sorrel horse, for and in consideration of the relinquishment and conveyance herein and hereby made by the said Rosannah L. Hudgins, of her dower rights in and to all the real estate in this deed mentioned, which lies within the State of Virginia. And whereas the said John L. Hudgins, for the consideration herein thereunto moving as above set forth, has agreed to relinquish, and doth hereby relinquish any and all rights, title, or interest, legal or equitable, which may have accrued to him under or by virtue of the deed aforesaid of the 1st March, 1842, over that portion of the real and personal estate intended to be conveyed by that deed, which is mentioned or included in this indenture, and for that purpose has instructed and required the said Albert G. Hudgins to release and convey to the trustees hereinafter named, all the legal or equitable estate acquired by him as trustee under the said deed of the 1st of March aforesaid, in and to the property of every description mentioned or included in this indenture: Now, therefore, this indenture, made and entered into this the sixth of May, in the year eighteen hundred and forty-two, between the said Thomas Hudgins, Rosannah L. Hudgins, his wife, John L. Hudgins, and Albert G. Hudgins, of the first part, Shepard G. Miller, John H. Diggs, and John Bohannon, jr., trustees, of the second part, and the creditors above mentioned, of the third part, witnesseth: That the said Thomas Hudgins, and Rosannah L., his wife, for and in consideration of the premises and for the further consideration of five dollars to them in hand paid by the said trustees, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by the presents do grant, bargain, and sell, alien, enfeoff, and convey unto the said Shepard G. Miller, John H. Diggs, and John Bohannon, jr., and to the survivors or survivor of them, the following property, to wit: All the estate, right, title, and interest, legal or equitable, of them, the said Thomas Hudgins, and Rosannah L., his wife, and each of them, in and to a certain lot or parcel of land lying and being in the county of Matthews, adjoining the premises of the Matthews Academy, containing, by estimation, forty acres of land, on which a new building has been lately erected, with all and singular the buildings, improvements, and appurtenances thereon, or thereto belonging, being the same lot which was purchased by the said

Thomas Hudgins of John P. Minter, who derived the same by purchase under a decree of Matthews county court, all that certain lot, with the buildings and improvements thereon, lying and being at Matthews court-house, and now occupied by Bohannon and Armistead as a tailor shop, and on which there are several other buildings, viz: a house lately occupied as an office by Baldwin Foster, a kitchen, corn-house, &c., being the whole of the property at Matthews court-house, which was purchased by the said Thomas Hudgins of Henry W. Tabb, executor of Christopher Tompkins, deceased, all the right, title, and interest of them, the said Thomas Hudgins and Rosannah L., his wife, in and to all that tract or parcel of land, with all and singular the buildings, improvements, and appurtenances thereon, and thereto belonging, called and known as Seaford, comprising the lands purchased of the heirs of Thomas Tabb, deceased, of Seaford, the lands purchased of the executors of Charles Atkinson, deceased, and those purchased of Isaac Armistead, the whole lying and being in the county of Matthews, and supposed to contain one thousand acres, and being the whole of the lands now attached to Seaford, or the Seaford estate, except eighty acres, purchased under a decree of Matthews county court, pronounced in a cause therein depending under the style of Eliza Tabb, g'dn, vs. Tabb and others; one undivided moiety of a water grist and saw mill, and mill-seat, with the lands thereto attached and belonging, formerly *and* known and called Whiting's Mill, in the county of Gloucester, with all and singular the rights, privileges, ways, water-powers, and appurtenances of every description to the same belonging or otherwise attached. And the said Thomas Hudgins, for the consideration aforesaid, doth hereby also convey to the said Shepard G. Miller, John H. Diggs, and John Bohannon, jr., trustees, as aforesaid, and the survivors or survivor of them, the following property, to wit: all the right, title, and interest of him, the said Thomas Hudgins, in and to several tracts or parcels of land lying and being in the county of Macon, in the State of Alabama, being the same purchased by the said Thomas Hudgins of one Joseph G. Lindsay, and supposed to contain, in all, about eight thousand acres, together with the following slaves now on the plantation called Seaford, viz: Jess, Jerry, Philip, Lewis, and Rob, Lucy, (a woman,) Milley and her daughter Milley, Mary, Any, Harriet and her four children, called John, Richard, Harriet, and Jim, Charlotte and her six children, called John, Thornton, Lucy, Harriet, Mary, and William, and all the stock belonging to *to* said plantation called Seaford, consisting of one horse and eight mules, all the cattle, including five yoke of oxen, and about thirty head of other cattle, about forty head of sheep, all the farming utensils, carts, *carts*, wagons, gear, &c., on the said farm, together with the growing crops of every description, consisting of wheat, Indian corn, and oats; the crops, however, to be sold separate from the land, and the right reserved of removing them. The following slaves and other property now on the plantation called Centreville, to wit: Amply, Peter, Jim, Peyton, Philip, Harry, and Jerry, (men;)

Ben, (a boy;) Lucy and three children, called William, John, and Hannah; Davy, (a boy;) Sally and three children, Charlotte, Jim, and Davy; Peggy, George, and Rebecca, children of Dolly; Betsy and her four children, called Davy, Isaac, Tiley, and Hannah; Jinney and her daughter Hannah; Beckey and her two children, called Tom and Susan; Polly and her two children, called Daniel and Jim; Peggy and her four children, called Joe, Chloe, Dolly and Hannah; three horses, two mules; stock of cattle, consisting sixteen cows, four yoke of oxen, and one blooded bull, called (Comet;) fifteen head of sheep; all the farming utensils, carts, wagons, gear, &c.; a carriage and harness, and single gig and harness; and also slaves Bill and Fanny, and her three children called , and now in the hands of the marshal of the federal court for the eastern district of Virginia, having been levied on by the marshal under an execution supposed now to have been satisfied by a draft on Daniel H. Valentine; and also a certain packet sloop, called Belvidere, registered as belonging to the port of East River: To have and to hold *to* said lands, slaves and other personal property of every description, and every part and parcel thereof, to them, the said Shephard G. Millar, John H. Diggs and John Bohannon, jr., trustees as aforesaid, during their joint lives, and to the survivors and survivor of them. And the said John L. Hudgins, for and in consideration of the premises, and for the further consideration of five dollars to him in hand paid by the said trustees, and the said Albert G. Hudgins, in consideration of the requisition and instruction of the said John L. Hudgins, and each of them, do hereby release and relinquish all and every claim and demand, legal or equitable, arising or accruing to them, or either of them, under and by virtue of the deed before mentioned, executed by the said Thomas Hudgins, and dated on 1st March, 1842, in and to all the property, real and personal, which is mentioned or conveyed by this indenture. It being hereby expressly understood and agreed between all the parties hereto, that this conveyance is to be held and deemed as only additional and collateral security for the payment of the judgments and other claims herein before mentioned; and that the creditors aforesaid, who have obtained the said judgment, still hold and retain all the rights and powers acquired by them respectively under the said judgments: To have and to hold the said property, real and personal, and every part and parcel thereof, with all and singular the rights, *member* and appurtenances to the same, or any part thereof belonging to them, the said trustees, and the survivors or survivor of them as aforesaid: upon trust, nevertheless; and this indenture is upon the following express conditions, trusts and stipulations—that is to say, that the said trustees, or any two of them during the life of the third, or the survivors or survivor in the event of the death of either one or two of them, shall have full power and authority to sell, dispose of and convey the whole, or such part or parts of the property hereby conveyed, as may necessary to fulfil and satisfy the purposes of this indenture; such sale to be made in the manner, at the periods, and upon the terms hereinafter provided for.

On or before the first Monday in July next, (unless all of the creditors of the first class as aforesaid shall in writing consent to a postponement thereof,) or so soon thereafter as the said trustees shall be required by one or more of the said creditors, the property hereby conveyed, or so much and such part as may be necessary, shall be exposed to sale at public auction, at such place as the acting trustees shall in their discretion deem best, for ready money, and shall apply the proceeds of such sale in the following manner, viz: first to the payment of drawing and recording this indenture, including a fee of fifty dollars each to William H. Roy and John D. McGill, and all proper costs and charges attending the execution of the trust; then to the payment of the debts heretofore mentioned and designated as debts of the first class, the judgments in the order of the date of the terms at which they were rendered, those of the same term coming in together; then to the payment of the debts herein before recited as debts of the second class; then to the payment of the debts herein before recited as debts of the third class, with the cost and interest thereon in each case, if any: Provided, that if any deficiency should exist in the proceeds of said sale to meet the said debts of the first class, then such proceeds, after first paying the judgment of Hooper & Hardester, with the interest and costs, (which has already been more particularly described,) shall be applied towards and divided among all the other debts afores'd of the first class, in proportion to their respective amounts. If the proceeds shall be more than sufficient for the payment of the first class, the surplus shall be applied in the same manner to those of the second class; and if more than sufficient for the debts of the second class, then the proceeds shall be applied in same manner to the payment of the said debts of the third class; and if more than sufficient for the payment of the debts of the third class, then the proceeds of sale shall be applied in same manner to the payment of the debts of the fourth class; and, lastly, any surplus that may remain after the payment of all the debts herein provided for, and any property then remaining unsold, shall be delivered or paid over to the said Thomas Hudgins, his assigns or personal representatives. But before sale shall be made, the said trustees shall have given at least four weeks' previous notice thereof by advertisement, at two or more public places in the county of Matthews, and by advertisement inserted in one or more newspapers published in the city of Richmond and borough of Norfolk, and other cities, if deemed expedient by the acting trustee or trustees. It is further agreed and stipulated, that the said trustees shall have full power and authority to confirm and effect any private sale which may be agreed on by the said Thomas Hudgins before the day of public sale, if in the judgment of the said trustees it be considered to the interest of the creditors, and the proceeds thereof be so secured and provided for, that the same may be received by the said trustees and applied by them to the purposes of this indenture. And the said trustees, in making sale of the said trust property, shall dispose of the same in such order as may be designated by the said Thomas Hudgins, provided the several articles of property so

designated be then on the ground, and capable of being delivered and effectually conveyed; but in the event that the said Thomas Hudgins shall fail or refuse to make such designation, or shall in the opinion of the acting trustees appoint such order as would be injurious to the interest of the cestui que trust, then the said trustees shall sell the same in such order as they in their discretion shall deem best. And the said Thomas Hudgins, for himself and his heirs, hereby covenants and agrees to and with the said trustees that he will, when thereto required, surrender and deliver up all or such portions of the said property as may by them be required for the purposes of this indenture, and that he will in no manner impede or frustrate the purposes of this indenture. And the said trustees, and the survivors and survivor of them, in the event of a sale, shall have full power and authority to convey such property, real or personal, as may be by them sold, and to make good and sufficient deeds therefor. And the said Thomas Hudgins, for himself and his heirs, doth hereby further covenant and agree to and with the said trustees, and the survivors and survivor of them, to warrant and defend the title to the said property hereby conveyed, and each and every part and parcel thereof, to them, the said trustees and their survivors, and their assigns forever, free from the claim or claims of him, the said Thomas Hudgins, and of all and every other person or persons whatsoever.

In testimony whereof the parties have hereunto affixed their hands and seals the day and year afores'd.

_____ [S'L.]
_____ [S'L.]
_____ [S'L.]

Signed, sealed, and delivered in the presence of—

(Interlineations and erasures before signing, as follows: The words "hundred" interlined in second line from bottom first page; 2d page, 3d line, figures $\frac{4}{100}\frac{5}{0}$ inclusive; 3d page, 4th line, figures $\frac{1}{100}$ interlined; 3d page, 3d line from bottom, word "dollars" interlined; 4th page, the word or letters "and" interlined; 6th page, 2d line from bottom, an erasure, and in the last lines two erasures and the interlineations of the word "further," and also the words "two hundred and thirty-nine dollars and $\frac{5}{100}$;" 6th page, and 6th line from bottom, the letters "ing" interlined; tenth page, 14th line from bottom, the words "the crop, however, to be sold separate from the land, and the right reserved of removing them," are interlined; 11th page, 13th line from bottom, the words "of the" "judgments" are interlined)—

THOMAS HUDGINS, [SEAL.]
ROSANNAH L. HUDGINS, [SEAL.]
JOHN L. HUDGINS, [SEAL.]
_____ [S'L.]

VIRGINIA, MATTHEWS COUNTY, *to wit:*

We, William Shultice and Walter G. Lane, justices of the peace in the county aforesaid, and in the State of Virginia, do hereby certify,

that Rosannah L. Hudgins, the wife of Thomas Hudgins, parties to a certain deed bearing date on the sixth day of May, 1842, and hereto annexed, personally appeared before us, in our county aforesaid, and being examined by us privily and apart from her husband, and having the deed aforesaid fully explained to her, she, the said Rosannah L., acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same, and wished not to retract it.

Given under our hands and seals this the 6th day of May, 1842.

WM. SHULTICE, *J. P.*, J. P. [SEAL]
W. G. LANE, *J. P.* [SEAL.]

VIRGINIA, MATTHEWS COUNTY, *to wit:*

We, William Shultice and Walter G. Lane, justices of the peace in the county aforesaid, and State of Virginia, do hereby certify Thos. Hudgins, a party to a certain deed bearing date on the 6th day of May, 1842, and hereto annexed, personally appeared before us, in our county aforesaid, and acknowledged the same to be his act and deed, and desired us to certify the said acknowledgment to the clerk of the county court of Matthews, in order that the said deed *my* be recorded.

Given under our hands and seals this the sixth day of May, 1842.

WM. SHULTICE, *J. P.* [SEAL.]
W. G. LANE, *J. P.* [SEAL.]

VIRGINIA, MATTHEWS COUNTY, *to wit:*

We, William Shultice and Walter G. Lane, justices of the peace in the county afores'd, and State of Virginia, do hereby certify that John L. Hudgins, a party to a certain deed bearing date on the sixth day of May, 1842, and hereto annexed, personally appeared before us, in our county aforesaid, and acknowledged the same to be his act and deed, and desired us to certify the same acknowledgment to the clerk of the county court of Matthews county, in order that the said deed may be recorded.

Given under our hands and seals this sixth day of May, 1842.

W. SHULTICE, *J. P.* [SEAL.]
W. G. LANE, *J. P.* [SEAL.]

In the Clerk's office of the County Court of Matthews, May the sixth, 1842.

This deed of trust was this day delivered to the clerk of the court of the county aforesaid, and it appearing from the certificates of William Shultice of Walter G. Lane, justices of the peace in and for the aforesaid county, that the said deed hath been acknowledged by the said Thomas Hudgins and Rosannah L., his wife, and John L. Hudgins, and by the said justices certified according to law, was admitted

to record as to the said Thomas Hudgins and wife and John L. Hudgins, the only parties who have signed the same.

Teste: SHEPARD G. MILLER, *C. C.*

Copies. Teste: SHEPARD G. MILLER, *C. C.*

On demand, for value received, we promise to pay unto James D. Halyburton the sum of three hundred and five dollars eighty-nine $\frac{8}{8}$ c., lawful money of Virginia, to the payment of which, with interest from the date, we bind ourselves, our heirs, executors, and adm's. As witness our hands and seals this the 16th day of May, 1840.

JOHN L. HUDGINS, [SEAL.]
TH. HUDGINS. [SEAL.]

Teste:

The above is a true copy of a bond filed in a suit depending in the circuit superior court of law and chancery for the county of Matthews, in favor of James D. Halyburton against John L. Hudgins and Thomas Hudgins.

Teste: SHEPARD G. MILLER, *C. C.*

$5,000.

This indenture, made this the 21st day of February, in the year our Lord one thousand eight hundred and forty-two, between John L. Hudgins of Matthews county, of the one part, and Robert Hudgins of Elizabeth City county, of the other part, witnesseth: That the said John L. Hudgins, for and in consideration of the sum of five thousand dollars of lawful money of Virginia to him in hand paid, or secured to be paid by the said Robert Hudgins, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by the said John L. Hudgins, hath granted, bargained, sold, aliened, enfeoffed and confirmed, and by these presents doth grant, bargain and sell, alien, enfeoff and confirm unto the said Robert Hudgins, his heirs and assigns forever, all that certain tract or parcel of land, with the appurtenances, situate, lying and being in the county of Matthews, commonly called and known by the name of Belle Isle, containing by estimation one hundred acres of land, more or less; also all that tract, *peace* or parcel of land I purchased of Mordecai Cook and others, containing, by estimation, nine hundred acres more or less; the *hold* of the said lands bounded as follows, to wit: north by Queen's creek, east and south by Houlder Hudgins', sen'r, and other lands, west the main road on Gwinn's ridge; also a tract or *peace*, or parcel of land in Cow Neck, in the county aforesaid, containing seventy acres, more or less, adjoining the lands of Mrs. Yates and others; to have and to hold said tracts or parcels or *peaces* of land, and all other the premises hereby granted, bargained and sold, or mentioned or intended to be granted, bargained and sold, and every part and parcel thereof, with their and every of their appurtenances, unto the said Robert Hudgins, his heirs and assigns forever, to the only proper use and behoof of him the said Robert Hudgins, his heirs and assigns for-

ever; the said lands, however, now granted, to be subject to the judgments that now bind the said lands by the operation of law, and also the claim or claims of Elliott W. Hudgins and Albert G. Hudgins to said tract of land commonly called and known by the name of Belle Isle, and the said John L. Hudgins doth hereby grant for him and his heirs, that he the said John L. Hudgins and his heirs, the said tracts or parcels of land and premises hereby granted and mentioned to be granted, and every part or parcel thereof, with all and singular their and every of their rights and appurtenances, unto the said Robert Hudgins, his heirs and assigns, against him the said John L. Hudgins and his heirs, and against all and every other person and persons, with the above exceptions mentioned, whatsoever, shall and will warrant and forever defend by these presents.

In witness whereof the said John L. Hudgins hath hereto set his hand and affixed his seal the day and year first above written.

JOHN L. HUDGINS. [SEAL.]

Signed, sealed, and delivered in the presence of—
Teste: PARKER B. RICHARDSON,
GEORGE W. FOSTER,
CARY H. SIMMONS.

In Matthews County Quarterly Court, Monday, August the 8th, 1842.

This deed was this day in open court proved by the oaths of Parker B. Richardson, George W. Foster, and Cary H. Simmons, the subscribing witnesses to the same, and ordered to be recorded.

Teste: SHEPARD G. MILLER, *C. C.*

Copy. Teste: SHEPARD G. MILLER, *Clerk.*

Copy.

Know all men by these presents, that I, John L. Hudgins, for and in consideration of the sum of four thousand dollars to me in hand paid by Houlder Hudgins, sen'r, of the county of Matthews, at or before the ensealing and delivery of these presents, (the receipt whereof is hereby acknowledged,) have granted, bargained, sold, and delivered, and by these presents do grant, bargain, sell, and deliver to the said Houlder Hudgins, sen'r, the following negro slaves: Old Jim, Little Jim, Heany, John, Peyton, Washington, Charles, Brass, Kit, Bill, Phylitia and child Sarah, Tenor, Lydia, Patty, Sally, Eve and two children, Stafford and Seena; also four horses and two mules, forty head of horned cattle, seventy head of sheep, thirty five head of hogs, one four-wheel carriage and harness, a gig and harness, nine beds and furniture, all my household and kitchen furniture, farming utensils of every description, including carts, &c.; to have and to hold the above named property, with the future increase of the said slaves and other property unto him, the said Houlder Hudgins, sen'r, his executors and assigns, free from the claim or claims of myself, and of all claiming under me, and of all and every other person or persons,

bodies politic or *coporate* whatever. And I do hereby warrant to said Houlder Hudgins the title to all and every part of the property hereby conveyed, against the claims or demands of all and every person or persons whatever. In witness whereof, I have hereunto set my hand and seal, this 19th day of July, 1842.

JOHN L. HUDGINS, [SEAL.]

Signed, sealed, and delivered in presence of—
PARKER B. RICHARDSON.

In Matthews County Court, April 10, 1843.

This bill of sale was this day proved in open court by the oath of Parker B. Richardson, the subscribing witness to the same, and ordered to be recorded.

Teste: SHEPARD G. MILLER, *C. C.*

A copy. Teste: SHEPARD G. MILLER, *Cl'k.*

Copy.

This indenture, made this first day of March, in the year of our Lord one thousand eight hundred and forty-two, between John L. Hudgins, of Matthews county, of the one part, and Elliott W. Hudgins, of York county, of the other part, witnesseth: That the said John L. Hudgins, for and in consideration of the sum of three thousand dollars of lawful money of Virginia, to him in hand paid, or secured to be paid, by the said Elliott W. Hudgins, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by the said John L. Hudgins, hath granted, bargained, sold, aliened, enfeoffed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff and confirm unto the said Elliott W. Hudgins, his heirs and assigns, forever, all that certain tract or parcel of land, with the appurtenances, situate, lying and being in the county of York, commonly called and known by the name of "Coleman's," except so much of the said tract conveyed by me to the said Elliott W. Hudgins by deed bearing date the day of , 18 , and of record in the clerk's office of York county, for three hundred acres of the said tract, the remaining portion now intended to be conveyed, with the houses, appurtenances, &c.; the three hundred acres conveyed by the deed above alluded to to embrace the mansion house and the land attached, with a sufficiency of timber for the support of the farm; the residue of the said tract is what I now intend conveying to the said Elliott W. Hudgins, containing, by estimation, seven hundred acres; be the same more or less, the said land now, however, granted, to be subject to the judgments that now bind the said land by the opperation of law. And the said John L. Hudgins doth hereby grant, for him, that he, the said John L. Hudgins, and his heirs, the said tract or parcel of land and premises hereby granted, or mentioned to be granted, and every part or parcel thereof, with all and singular their and every of their rights and appurtenances, unto the said Elliott W. Hudgins,

his heirs and assigns, against him, the said John L. Hudgins, and his heirs, and against all and every other person and persons, with the above exceptions mentioned, whatsoever, shall and will warrant and forever defend by these presents. In witness whereof, the said John L. Hudgins hath hereunto set his hand and affixed his seal the day and year first above written.

JOHN L. HUDGINS. [SEAL.]

Signed, sealed and delivered in the presence of—

In York County Court, clerk's office, this 27th day of July, 1842.

This indenture was acknowledged by John L. Hudgins, party thereto, and admitted to record according to law.

Teste: SAM. SHEILD, *C. Y. C.*
Copy. Teste: SAM. SHEILD, *C. Y. C.*
Dec'r 4th, 1843.

This indenture, made this 6th day of September, 1839, between John L. Hudgins and Mary, his wife, of the one part, of the county of Matthews, and Elliott W. Hudgins, of York county, of the other part, witnesseth: That the said John L. Hudgins and Mary, his wife, in consideration of the natural love and affection which we, John L. Hudgins and Mary, his wife, as well as for the further consideration of ten *shillins*, lawful money of the Commonwealth, to *me* in hand paid by the said Elliott W. Hudgins, at or before the ensealing or delivery of these presents, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do, and each of them doth *bargan* and sell unto the said Elliott W. Hudgins, his heirs and assigns, a certain tract or parcel of land, lying and being in the county of York, known and called by "Coleman's," three hundred acres of said tract, including the mansion-house, barns, orchards, yards, gardens, lands, and tenements, commodities, advantages, emoluments, hereditaments, and appurtenances whatsoever to the said land, to said Elliott W. Hudgins, his heirs and assigns, forever. And the said John L. Hudgins and Mary, his wife, for themselves and their heirs to the said land, with all and singular the premises and appurtenances before mentioned, unto the said Elliott W. Hudgins, his heirs and assigns, free from the claim or claims of them, the said John L. Hudgins and Mary, his wife, either of them, their heirs, and of all and every person or persons whatsoever, shall, will, and do warrant and forever defend by these presents.

In witness whereof, the said John L. Hudgins and Mary, his wife, have hereunto set their hands and seals the day and year first written.

JOHN L. HUDGINS, [SEAL.]
[SEAL.]

Signed, sealed, and delivered in presence of—
A. G. HUDGINS,
JNO. H. WINDER,
LEVIN T. WINDER.

In York County Court, clerk's office, 26th February, 1841.

This indenture was proved by the oaths of John H. Winder and Levin T. Winder, two of the witnesses thereto, and on the 20th day of September following, the said indenture was proved by the oath of A. G. Hudgins, witness thereto, and admitted to record according to law.

Teste: SAM'L SHEILD, *C. Y. C.*
Copy. Teste: SAM'L SHEILD, *C. Y. C.*

Dec. 4th, 1843.

And at a court of the United States for the eastern district of Virginia, held at the United States court-room, in the city of Richmond, on Saturday, the seventeenth day of May, 1845—

In the matter of bankruptcy of John L. Hudgins.

For the reasons stated in the former order of the court, this case is adjourned to the circuit court for the decision of the following points and questions:

1. Is the allegation of the objectors to the discharge of the bankrupt, that the deed executed by said John L. Hudgins, bearing date the 1st day of March, 1842, to Elliott W. Hudgins, conveying all the rest of his land in York, not conveyed by a previous deed of 6th September, 1839, is a fraudulent deed within the meaning of the bankrupt law, sustained by the evidence in this cause?

2d. Is the allegation of the objectors that the deed executed by said John L. Hudgins to Houlder Hudgins, dated 19th July, 1842, stating a consideration of $4,000, is a fraudulent deed *deed* within the meaning of the bankrupt law, sustained by the proofs?

3d. Is the deed of the 21st February, 1842, in which J. L. Hudgins conveys to Robert Hudgins, for an alledged consideration of $5,000, his tract of land in Matthews county, proved to be a fraudulent deed within the meaning of the bankrupt law?

4. Are the allegations of the objectors that the petitioner concealed himself and his effects so as to prevent the execution of process, and the deeds aforesaid were made for the purpose of *eloigning* and removing his property so as to defraud his creditors, shown to be true?

5. Whether it is proved that the said John L. Hudgins has not made a true and faithful schedule of all his estate and property, nor a full and true statement of all the debts due him?

6. Finally, whether the petitioner on any or all of the above grounds ought to be refused a discharge from his debts?

And at a court of the United States for the eastern district of Virginia, held at the United States court-room, in the city of Richmond, on Saturday, May 24th, 1845—

In the matter of bankruptcy of John L. Hudgins.

On the motion of John T. Catlett, guardian of Matthias H. Miller, it is ordered that the commissioner of this court, for the county of Matthews, be allowed and required to take proof of any debt or demand due from the said John L. Hudgins to the said Matthias H. Miller, or to any other creditor not heretofore proved, and report the same to the court; but before taking such proof, he shall cause notices to be given of the time and place of taking the same to all the creditors of the said bankrupt in two newspapers, one published in the city of Richmond, and the other nearest to the place of residence of the said bankrupt, according to the 22d, 24th and 25th rules of the court.

And on the thirteenth day of November, 1846, the following report was returned and filed among the papers in this case:

(*Commissioner Mosby's Report.*)

In the United States Court for the eastern district of Virginia.—In the matter of bankruptcy of John L. Hudgins, of the county of Matthews.

COMMISSIONER'S OFFICE, ISLEHAM, MATTHEWS CO., VA.,
March 15th, 1846.

Pursuant to an order of the United States court for the eastern district of Virginia, made on the day of , 1845, directing your com'r to receive proof of any debt or demand due from the said John L. Hudgins to Matthias H. Miller, or to any other creditors whose claim had not before been proved, your com'r caused notice to be published according to the rules of the court in such case made and provided, notifying the said Matthias H. Miller and all other creditors of the s'd John L. Hudgins of the time and place for executing the said order, and now resp'ly reports the following debts as duly credited and allowed by your commissioners, the evidences of which are herewith filed:

A debt due the Hon. James D. Halliburton, standing on a judgment obtained in the superior court for the county of Matthews, for $314 43, with interest from the 16th day of May, 1840, till paid - - -	$314 43
A debt due George R. Armistead, admin'r of Francis Armistead, standing on a jud't which issued from the county court of Matthews, for $159 07, with interest from the 10th day of August, 1835, till paid - -	159 07
A debt due John T. Catlett, guardian of Matthias H. Miller, standing on a jud't obtained in the county court of Matthews, for $546 03, with interest from the 1st day of January, 1842, till paid - - - -	546 03
A debt due Zachary Lewis, standing on a judg't obtained in the county court of Matthews, for $59 67, with interest from the 23d day of January, 1843, till paid -	59 67

A debt due William Williams, ass'ee, standing on a jud't obtained in the superior court for the county of Matthews, for $152 08, with int. from the 1st day of Jan'y, 1842, till paid - - - - - - - - - - $152 08

A debt due Henry W. Tabb, ex'r of Christ'r Tompkins, standing on a jud't obtained in the county court of Matthews, for $79 45, with int. from the 2d day of January, 1836, till paid - - - - - - - - 79 45

A debt due Larkin Litchfield, guardian of Joel F. Minter, standing on a judg't obtained in the superior court of Matthews, for $239 61, with int'st from the 13th day of July, 1840, till paid - - - - - - - - 239 61

*A debt due Wm. P. Smith, admint'r of Thomas Smith, standing on a jud't obtained in the superior court for the county of Matthews, for $1,099 58, with interest from the 1st day of December, 1841, till paid - - 1,099 58

*It seems by the endorsement of S. G. Miller, that the foregoing debt is entitled to a credit of $1,040 76, paid on 22d of Feb'y, 1843.

A debt due James K. Dabney, extr. of James Dabney, standing on a jud't obtained in the county court of Matthews, for $48 62, with int'st from the 10th day of May, 1841, till paid - - - - - - - - 48 62

*A debt due Philip T. George, survivor of himself and William E. George, merchants and partners, trading under the firm of William E. George & Son, standing on three several judgments obtained in the county court of Matthews, amounting, in all, to $828 16, with int'st from the 11th day of March, 1842, till paid - - 828 16

*The foregoing debt seems, by the endorsement on the judgments, made by S. G. Miller, to be entitled to a credit of $770 96½ c., paid on the 22d of February, 1843.

A debt due Dr. Richard M. Glasscock, for medical services, with interest from the 1st Jan'y, 1844, till paid 86 87½

A debt due John J. Burke, amounting to $3,710 $\frac{8}{10}$, $1,860 $\frac{8}{10}$ of which stands on judg't obtained in the superior court for the county of Matthews, and the balance due upon a note under seal, both of which am'ts bear interest from the 15th day of February, 1842, till paid - - - - - - - - - - - 3,760 08

Your com'r has not calculated the interest on the foregoing debts, it being in his opinion unnecessary, until an account is ordered to be taken for a dividend of the bankrupt's estate.

WADE MOSBY,
Com'r in Bankruptcy.

15th March, 1846.

The following documents were returned, and filed with Comm'r Mosby's report:

(*Document returned with Comm'r Mosby's last report.*)

In Matthews County Circuit Sup'r Court of Law and Chancery, April, 1844.

JOHN T. CATLETT, guardian of Matthias H. Miller, Plt., against JOHN L. HUDGINS, Def't. } In Debt.

This day came the plaintiff, by his attorney, and the defendant being again solemnly called, came not; therefore it is considered by the court that the plaintiff recover against the defendant five hundred and thirty-one dollars and sixty-four cents, the debt in the declaration mentioned, with interest thereon, to be computed after the rate of six per centum per annum from the first day of January, 1842, till payment, and his costs by him about his suit in this behalf expended; and the said defendant in mercy, &c.

And it is ordered, that the sheriff make sale of the 20 cedar posts by him attached according to law, and pay the money arising from such sale to the plt. towards satisfying this judgment, and that he also return an account of the sale to the court. Plts. costs $14 $\frac{39}{100}$.

The following is a copy of the execution issued on the foregoing judgment, and the sheriff's return made thereon:

The Commonwealth of Virginia to the Sheriff of Matthews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins in your bailiwick, you cause to be made five hundred and thirty-one dollars and sixty-four cents, with interest, at six per cent. from the 1st day of January, 1842, till paid, which John T. Catlett, guardian of Matthias H. Miller, late in our circuit superior court of law and chancery for the county of Matthews, hath recovered against him for debt, also fourteen dollars and 39 cents, which to the said John T. Catlett, guardian as aforesaid, in the same court, were adjudged for his costs by him in this behalf expended, whereof the said John L. Hudgins is convict, as appears to us of record, and that you have the same before the judge of our said court, at the court-house of our said county of Matthews, on the first Monday in July next, to render to the said John T. Catlett, guardian as aforesaid, of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 6th day of April, 1844, and in the 68th year of the Commonwealth.

SHEPARD G. MILLER.

Clk.	$9 04
Atto.	2 50
Shf.	2 10
Tax	75
	$14 39

Sheriff's Return.

No estate found to satisfy this execution.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *Sh'ff.*

Copies. Teste: SHEPARD G. MILLER, *C. C.*

(*Document returned with Com'r Mosby's last report.*)

In Matthews County Court, August, 1842.

HENRY A. TABB, ex'or of Chas. Tompkins, Plt., against JOHN L. HUDGINS, Dft. } In Debt.

This day came the parties, by their attorneys, and thereupon the said defendant acknowledgeth the plaintiff's action for seventy dollars and eighty-nine cents, the debt in the declaration mentioned, with interest thereon, from the 2d day of Ja'y, 1836, till paid; therefore, by consent of the said parties, it is considered by the court that the plaintiff recover against the defendant the said seventy dollars and eighty-nine cents, with interest thereon, to be computed after the rate of six per centum per annum from the said 2d day of January, 1836, till payment, and his costs by him about his suit in this behalf expended. And the said defendant in mercy, &c. Plts. costs $8 56.

Upon the foregoing judgment the following execution issued:

The Commonwealth of Virginia to the Sheriff of Matthews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins, in your bailiwick, you cause to be made seventy dollars and eighty-nine cents, with legal interest thereon, from the 2d day of January, 1836, till paid, which Henry W. Tabb, executor of Chr. Tompkins, dec'd, late in our county court of Matthews, hath recovered against him for debt, also eight dollars and fifty-six cents, which, to the said Henry W. Tabb, executor as aforesaid in the same court, were adjudged for his costs by him about his suit in this behalf expended, whereof the said John L. Hudgins is convict, as appears to us of record; and that you have the same before the justices of our said court at the court-house of our said county of Matthews, on the

second Monday in Nov'r next, to render to the said Henry W. Tabb, exe'r as aforesaid, of the debt and costs aforesaid, and have then there this writ.

Witness, Shepard G. Miller, clerk of our said court, the 10th day of August, 1842, and in the 67th year of the Commonwealth.

SHEPARD G. MILLER.

Clerk,	3	88
Shef.	1	68
Atto.	2	50
Tax,		50
	$8	56

Sheriff's return on the foregoing execution:

"No estate found to satisfy this execution. Jno. Bohannon, *D. S.*"

Copies. Teste: SHEPARD G. MILLER, *C. C.*

In Matthews County Quarterly Court, May, 1843.

GEORGE R. ARMISTEAD, adm'or of Francis Armistead, Plt., against JOHN L. HUDGINS, Dft. } In assumpsit.

This day came the parties by their attorneys, and, on the motion of the defendant, it is ordered that the writ of inquiry obtained in the office against him be set aside, and that he be permitted to plead, and thereupon he pleaded non-assumpsit; to which the plaintiff replied generally; whereupon came a jury, to wit: Elijah Hudgins, Carter B. Hudgins, Edward Hudgins, Henry W. Pratt, John Machen, jr., Stephen Adams, Henry Atherton, James Brooks, Thomas J. Banks, George Brooks, sen'r, James Brownley, and Alex'r Cray, who, being elected, tried, and sworn the truth to speak upon the issue joined, upon their oath returned a verdict in these words, viz: We, the jury, find for the plaintiff $150 45, with interest from the 10th of August, 1835, till paid in damages. Therefore it is considered by the court that the plaintiff recover, against the defendant, his damages aforesaid, by the jurors in their verdict assessed, with interest thereon, to be computed after the rate of six per centum per annum, from the said 10th day of August, 1835, till payment, and his costs by him about his suit in this behalf expended; and the said defendant in mercy, &c.

The following is a copy of the execution which issued on the foregoing judgment, and the sheriff's return made thereon:

The Commonwealth of Virginia to the Sheriff of Matthews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins, in your bailwick, you cause to be made one hundred and fifty

dollars and forty-five cents, with interest thereon from the 10th day of August, 1835, till paid, which George R. Armistead, administrator of Francis Armistead, late in our county court of Matthews, were adjudged for his damages and interest which he sustained by occasion of the non-performance of certain promises and assumptions by the said John L. Hudgins to the said George R. Armistead, adm'r as aforesaid, lately made; also eight dollars and sixty-five cents, which to the said George R. Armistead, adm'r as aforesaid, in the same court, were adjudged for his costs by him about his suit in that behalf expended, whereof the said John L. Hudgins is convict, as appears to us of record; and that you have the same before the justices of our said court, at the court-house, on the second Monday in August next, to render to the said George R. Armistead, adm'r as aforesaid, of the damages and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 17th day of May, 1843, and in the 67th year of the Commonwealth.

SHEPARD G. MILLER.

Sheriff's return: No estate found to satisfy this execution.

JNO. BOHANNON, *D. S.*
For ED. JONES, *She'ff.*

In Matthews County Court, April, 1842.

PHILIP T. GEORGE, survivor of himself and William E. George, merchants and partners, trading under the firm of William E. George & Son, Plt., against JOHN H. DUNLARY and JOHN L. HUDGINS, joint obligors with Thomas Hudgins, Def'ts. } In Debt.

A motion on a bond taken for the forthcoming and delivery of property at the sale.

This day came the plaintiff, by his attorney, and it appearing, by the oath of a witness, that the defendants have had legal notice of this motion, they were solemnly called, but came not; therefore it is considered by the court that the plaintiff recover against the defendants eight hundred and twenty-nine dollars and eighteen cents, the penalty of the said bond, and his costs by him about his suit in this behalf expended; and the said defendant in mercy, &c. But this judgment is to be discharged by the payment of four hundred and fourteen dollars and 59 cents, with interest thereon, to be computed after the rate of six per centum per annum from the 11th day of March, 1842, till payment, and the costs.

Plaintiff's costs $5 43.

The following is a copy of the execution which issued in the foregoing judgment:

ler, clerk of our said court, the 8th day of July, 1842, and in the 66th year of the Commonwealth.

Clerk, $1 93
Atto., 2 50
She'ff, 1 00

$5 43

SHEPARD G. MILLER.

Memo.—The within execution is to discharged by the payment of $147 80, with interest, at six per cent., from the 11th day of March, 1842, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return on said Execution.

No property of the def't Jno. L. Hudgins, or of the def't Jno. H. Dunlary, found within my bailiwick, whereof I can make the debt, int. and costs within mentioned, or any part thereof. There are slaves on the land, and in the possession of Elliott W. Hudgins, which are said to belong to John L. Hudgins, but, being claimed by said Elliott, and a doubt arising as to the right of property, I have declined to act on this process.

WM. HOWARD, *She'ff.*

Copies. Teste: SHEPARD G. MILLER, *C.*

In Matthews County Court, April, 1842.

PHILIP T. GEORGE, survivor of himself and William E. George, merchants and partners, trading under the firm of William E. George & Son, Plt.,
against
JOHN H. DUNLARY and JOHN L HUDGINS, joint obligors with Thos. Hudgins, Def'ts.

A motion on a bond taken for the forthcoming and delivery of property at the day of sale.

This day came the plaintiff, by his attorney, and it apearing, by the oath of a witness, that the defendants have had legal notice of this motion, they were solemnly called, but came not. Therefore, it is considered by the court, that the plaintiff recover against the defendant four hundred and ninety-eight dollars and 96 cents, the penalty of the said bond, and his costs by him about his suit in this behalf expended; and the said defendant in mercy, &c. But this judgment is to be discharged by the payment of two hundred and forty-nine dollars and 48 cents, with interest thereon, to be computed after the rate of six per centum per annum, from the 11th day of March, 1842, till payment, and the costs.

Plaintiff's costs, $5 43.

The following is a copy of the execution which *is* issued on the foregoing judgment:

The Commonwealth of Virginia to the Sheriff of York county, greeting:

We command you, that of the goods and chattels of John H. Dunlary and John L. Hudgins, joint obligors with Thomas Hudgins, in your bailiwick, you *you* cause to be made four hundred and ninety-eight dollars and ninety-six cents, which Philip T. George, survivor of himself and William E. George, merchants and partners, trading under the firm of William E. George & Son, late in our county court of Matthews, hath recovered against them by motion, for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale; also five dollars and forty-three cents, which to the said William E. George & Son in the same court were adjudged, for their costs by them in this behalf expended, whereof the said John H. Dunlary and Jno. L. Hudgins, joint obs., are convict, as appears to us of record; and that you have the same before the justices of our said court, at the court-house of our said county of Matthews, on the second Monday in August next, to render to the said Philip T. George, survivor, as aforesaid, of the debt and costs aforesaid; and have then there this writ. Witness Shepard G. Miller, clerk of our said court, the 8th day of July, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER, *Clk.*

Clk., $1 93
Atto., 2 50
She'ff, 1 00

$5 43

Memo.—The within execution is to be discharged by the payment of two hundred and forty-nine dollars and forty-eight cents, with interest at six per cent. from the 11th day of March, 1842, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return on said Execution.

No property of the def't Jno. L. Hudgins, or of the def't Jno. H. Dunlary, found within my bailiwick, whereof I can make the debt, interest and costs, within mentioned, or any part thereof. There are slaves on the land, and in the possession of Elliott W. Hudgins, which are said to belong to Jno. L. Hudgins, but being claimed by said Elliott, and a doubt arising as to the right of property, I have declined to act on this process.

WM. HOWARD, *She'ff.*

Copies. Teste: SHEPARD G. MILLER, *C. C.*

(The following is a copy of an endorsement made on the foregoing copies of 3 judgments, &c. "The within 3 claims of P. E. George &

Son are subject to a credit of $770 96½ paid by the trustees of Thomas Hudgins on the 22d Febr'y, 1843, as per receipt in the hands of S. G. Miller.

S. G. MILLER, *C.*")

In Matthews County Circuit Superior Court of Law and Chancery—April term, 1842.

WILLIAM P. SMITH, adm'r of Thomas Smith, Pl'f,
against
THOMAS HUDGINS and JOHN L. HUDGINS, Def'ts.

A motion on a bond taken for the forthcoming and delivery of property at the day of sale.

This day came the plaintiff, by his attorney, and it appearing by the oath of a witness that the defendants have had legal notice of this motion, they were solemnly called but came not; therefore it is considered by the court that the plaintiff recover against the defendant two thousand one hundred and eighty-seven dollars and ninety-four cents, the penalty of the said bond, and his costs by him about his motion in this behalf expended; and the said defendants in mercy, &c. But this judgment is to be discharged by the payment of $1,093 97, with interest thereon, to be computed after the rate of six per centum per annum, from the first day of December, 1841, till payment, and the costs, $5 61.

Upon the foregoing judgment the following execution issued:

The Commonwealth of Virginia to the Sheriff of York county, greeting:

We command, you that of the goods and chattels of Thomas Hudgins and John L. Hudgins, in your bailiwick, you cause to be made two thousand one hundred and eighty-seven dollars and 94 cents, which William P. Smith, adm'r of Thomas Smith, late in our circuit superior court of law and chancery for the county of Matthews, hath recovered against them by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale; also five dollars and 61 cents, which to the said William P. Smith, adm'or as aforesaid, in the same court were adjudged for his costs by him in this behalf expended; whereof the said Thos. Hudgins and John L. Hudgins are convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county of Matthews, on the first Monday in September next, to render to the said William P. Smith, adm'or as aforesaid of the debt and costs aforesaid, and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 8th day of July, 1842, and in the 67th year of the Commonwealth.

SHEPARD G. MILLER.

Clerk,	2 11
Atto.	2 50
Sh'f.	1 00
	$5 61

Memo.—The within execution is to be discharged by the payment of one thousand and ninety-three dollars and 97 cents, with interest, at six per cent., from the 1st day of December, 1841, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return on the foregoing Execution.

No property of the def't, Jno. L. Hudgins, or of Thos. Hudgins found within my bailiwick, whereof I can make the debt, int. and costs of this ex'on, or any part thereof. There are slaves on land and in possession Elliott W. Hudgins, which are said to belong to John L. Hudgins, but being claimed by said Elliott, and a doubt arising as to the right of property, I have declined to act on this process.

WM. HOWARD, *She'ff.*

Copies. Teste: SHEPARD G. MILLER, *C. C.*

(The following is a copy of an endorsement made on the foregoing copy: "This claim is subject to a credit of $1,040 76, paid by the trustees of Tho. Hudgins on the 22d of Feb'y, 1843, as per rec'pt in my hands. S. G. MILLER, *C.*")

In the Circuit Superior Court of Law and Chancery for Matthews county, April term, 1844.

JOHN BURKE, Pl'f,
against
JOHN L. HUDGINS, co-obligor of Thomas L. Hudgins and himself, Def't. } In covenant.

This day came the plaintiff, by his attorney, and the defendant, though solemnly called, not *appeared* to require a jury, and the plaintiff requiring none, the court proceeded, in lieu of a jury, to assess the damages which the plaintiff has sustained by occasion of the matters in the declaration mentioned, and to ascertain the time from which interest on the principal sum is to run; whereupon the court doth assess the said damages at $1,850, one thousand eight hundred and fifty dollars, and ascertain the time from which interest shall run on the same to be the 15th day of February, 1842. Therefore it is considered that the plaintiff recover against the defendant his damages assessed as aforesaid, with interest thereon, to be computed after the rate of six per centum per annum, from the 15th day of Feb'y, 1842, till payment, and his costs by him about his suit in this behalf expended, and such

other damages as may be assessed upon a writ or writs of scire facias being sued out and new breaches assigned by the said John J. Burke; and the said defendant in mercy, &c. And it is ordered that the sheriff make sale of the 20 cedar posts by him attached according to law, and to pay the money arising from such sale to the pl'f, towards satisfying this judgment, and that he also return an account of the sale to the court.

The following is a copy of the covenant upon which the foregoing judgment was obtained:

In one and two years from date hereof we promise to pay John J. Burke the sum of three thousand seven hundred dollars, for value rec'd; to which payment we bind ourselves, our heirs and assigns, with interest from the date hereof. As witness our hands and seals, this fifteenth day of February, 1842.

THO. HUDGINS, [SEAL.]
Teste: JNO. J. BOSS. JOHN L. HUDGINS, [SEAL.]

The following is a copy of the execution which issued on the foregoing judgment, and sheriff's return made thereon:

The Commonwealth of Virginia to the Sheriff of Matthews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins, co-obligor of Thos. Hudgins and himself, in your bailiwick, you cause to be made eighteen hundred and fifty dollars, with interest at 6 per cent. from the 15th day of February, 1842, till paid, which to John J. Burke, late in our superior court of law and chancery for the county of Matthews, were adjudged for his damages and interest, which he sustained by occasion of a breach of a certain covenant between the said John L. Hudgins, co-obligor as aforesaid, and the said John J. Burke, lately made; also $10 08, which to the said John J. Burke in the same court were adjudged for his costs by him about his suit in that behalf expended, whereof the said John L. Hudgins, co-obligor as aforesaid, is convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house, on the 1st Monday in July next, to render to the said John J. Burke of the damages and costs aforesaid, and have then there this writ. Witness Shepard G. Miller, clerk of our said court, this 6th day of April, 1844, and in the 68th year of the Commonwealth.

SHEPARD G. MILLER.

C'k, $6 32
Atto. 2 50
She'ff, 1 26

$10 08

Memo.—Should the damages and interest be made on an ex'on fi. fa. which issued against Tho. Hudgins, co-ob. of the within def't, for

the within damages and interest, then the sheriff will make the costs of this execution only.

Teste: SHEPARD G. MILLER.

Sheriff's return: No estate found to satisfy this ex'on.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *She'ff.*

Copies. Teste: S. G. MILLER, *C. C.*

In Matthews County Circuit Superior Court of Law and Chancery, April, 1844.

JAMES D. HALYBURTON, Plt., against JOHN L. HUDGINS, co-obligor of himself and Thomas Hudgins, Def't. } In Debt.

This day came the plaintiff by his attorney, and the defendant being again solemnly called, came not; therefore, it is considered by the court that the plaintiff recover against the defendant three hundred and four dollars and eighty-nine and $\frac{5}{8}$ cents, the debt in the declaration mentioned, with interest at six per cent. from the 16th day of May, 1840, till paid, and his costs by him about his suit in this behalf expended; and the said defendant in mercy, &c.

The following is a copy of the execution which issued on the foregoing judgment, and the return sheriff made thereon, viz:

The Commonwealth of Virginia to the Sheriff of Matthews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins, co-obligor of himself and Thomas Hudgins, in your bailiwick, you cause to be made three hundred and four dollars and eighty-nine and $\frac{5}{8}$ cents, with interest at six per cent. from the 16th day of May, 1840, till paid, which James D. Halyburton, late in our circuit superior court of law and chancery for Matthews county, hath recovered against him for debt; also nine dollars and fifty-eight cents, which to the said James D. Halyburton in the same court were adjudged for his costs by him about his suit in that behalf expended, whereof the said John L. Hudgins, co-obligor as aforesaid, is convict, as appears to us of record; and that you have the same before the judge of our said court at the court-house of our said county of Matthews, on the first Monday in July next, to render to the said James D. Halyburton of the debt and costs aforesaid, and have then there this writ. Witness Shepard G. Miller, clerk of our said court, the 6th day of April, 1844, and in the 68th year of the Commonwealth.

SHEPARD G. MILLER.

Sheriff's return, viz: No estate found to satisfy this ex'on.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *She'ff.*

Copies. Teste: SHEPARD G. MILLER, *C. C.*

In Matthew's County Circuit Superior Court of Law and Chancery, April term, 1844.

ELI MINTER, Plt.,
against
JOHN L. HUDGINS, joint obligor with Thomas Hudgins and Edmund P. Benson, Def't. } In Debt.

This day came the plaintiff, by his attorney, and the defendant being again solemnly called, came not; therefore it is considered by the court, that the plaintiff recover against the defendant three hundred and thirty dollars and twenty-five cents, the debt in the declaration mentioned, with interest thereon, to be computed after the rate of six per centum per annum, from the 13th day of July, 1840, till paid, and his costs by him about his suit in this behalf expended; and the said defendant in mercy, &c.

Costs, $9 58.

And it is ordered, that the sheriff make sale of the 20 cedar posts by him attached according to law, and pay the money arising from such sale to the plaintiff, towards satisfying this judgment, and that he also return an account of the sale to the court.

The foregoing judgment still remains due and unpaid, as appears from the records of the court aforesaid.

Teste: SHEPARD G. MILLER, *C. C.*

In the Circuit Superior Court of Law and Chancery for Matthews county, April term, 1844.

WILLIAM WILLIAMS, ass'ee of Joseph Bohannon, alias Joseph Bohannon, guardian of Mary Ann Ainslee, Plt.,
against
JOHN L. HUDGINS, D'ft. } In Debt.

This day came the plaintiff, by his attorney, and the def't being again solemnly called, came not; therefore it is considered by the court, that the plaintiff recover against the defendant one hundred and thirty-five dollars and twenty-four cents, the debt in the declaration mentioned, with interest thereon, to be computed after the rate of six per centum per annum, from the 1st day of January, 1842, till paid, and his costs by him about his suit in this behalf expended; and the said defendant in mercy, &c. And it is ordered, that the sheriff make sale of the 20 cedar posts, by him attached according to law, and pay the money arising from such sale to the plt. towards satisfying this judgment, and that he also return an account of the sale to the court.

The following is a copy of the bond upon which the foregoing judgment is founded:

For value rec'd I promise to pay Joseph Bohannon, guardian of Mary Ann Ainslie, the just sum of one hundred and thirty-five dollars 24 cents, it being the balance due on Wm. Tod guardian account,

which I am security, to carry interest from the first day of January last until paid, for the true performance of which I bind myself, my heirs, ex'or and administrators, firmly by these presents. As witness my hand and seal this 5th day May, 1842.

JOHN L. HUDGINS, [L. S.]

Teste: THOS. J. HUDGINS.

The following is a copy of the ex'on issued on the foregoing judt., and the sheriff's return thereon:

The Commonwealth of Virginia to the Sheriff of Matthews county, greeting:

We command you that of the goods and chattels of John L. Hudgins, in your bailiwick, you cause to be made one hundred and thirty-five dollars and twenty-four cents, with interest at six per cent. from the 1st day of January, 1842, till paid, which William Williams, ass'ee of Joseph Bohannon, alias Joseph Bohannon, guardian of Mary Ann Ainslie, late in our circuit superior court of law and chancery for Matthews county hath recovered against him for debt, also sixteen dollars and 84 cents, which to the said William Williams, ass'ee as aforesaid, in the same court were adjudged for his costs, by him about his suit in that behalf expended, whereof the said John L. Hudgins is convict, as appears to us of record; and that you have the same before the judge of our said court at the court of our said county of Matthews, on the first Monday in July next, to render to the said William Williams, ass'ee as aforesaid, of the debt and costs aforesaid; and have then there this writ. Witness Shepard G. Miller, clerk of our said court, the 6th day of April, 1844, and in the 68th year of the Commonwealth.

SHEPARD G. MILLER.

Clerk,	$11 28
Atto.	2 50
She'ff,	2 31
Tax,	7 50
	$16 84

Sheriff's return: No estate found to satisfy this ex'on.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *She'ff.*

Copies. Teste: SHEPARD G. MILLER, *C. C.*

In Matthews County Circuit Superior Court of Law and Chancery, April term, 1844.

LARKIN LITCHFIELD, guardian of Joel F. Minter, Plf., against JOHN L. HUDGINS, joint obligor with Thomas Hudgins and Edmund P. Benson, Deft. } In Debt.

This day came the plaintiff, by his attorney, and the defendant be-

ing again solemnly called, came not; therefore it is considered by the court that the plaintiff recover against the defendant two hundred and twenty-six dollars, the debt in the declaration mentioned, with interest thereon, to be computed after the rate of six per centum per annum from the 13th day of July, 1830, till paid, and his costs by him about his suit in this behalf expended; and the said defendant in mercy, &c. Costs, $13 61. And it is ordered that the sheriff make sale of the twenty cedar posts by him attached according to law, and pay the money arising from such sale to the plaintiff, towards satisfying this judgment, and that he also return an account of the sale to the court.

The foregoing debt still remains due and unpaid, as appears from the records of the court aforesaid.

Teste: SHEPARD G. MILLER, *C. C.*

In Matthews County Court, November, 1844.

JAMES K. DABNEY, exo'r of James Dabney, dec'd, Plt., against JOHN L. HUDGINS, Deft. } In Debt.

This day came the plaintiff, by his attorney, and the defendant being again solemnly called, came not; therefore it is considered by the court that the plaintiff recover, against the defendant, thirty-seven dollars and fifty cents, the debt in the declaration mentioned, with interest thereon, to be computed after the rate of six per centum per annum, from the 10th day of May, 1841, till payment, and his costs by him about his suit in this behalf expended; and the said defendant in mercy, &c.

Plts. costs $11 12.

The following is a copy of the execution which issued on the foregoing judgment:

The Commonwealth of Virginia to the Sheriff of Matthews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins, in your bailiwick, you cause to be made thirty-seven dollars and fifty cents, with interest at six per cent., from the 10th day of May, 1841, till paid, which James K. Dabney, ex'or of James Dabney, dec'd, late in our county court of Matthews, hath recovered against him for debt; also eleven dollars and 12 cents, which to the said James K. Dabney, ex'or as aforesaid, in the same court were adjudged for his costs by him about his suit in that behalf expended; whereof the said John L. Hudgins is convict, as appears to us of record; and that you have the same before the justices of our said court at the court-house of our said county of Matthews, on the second Monday in Feb'ry next, to render to the said James K. Dabney, ex'or as aforesaid, of the debt and costs aforesaid, and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 15th day of November, 1844, and in the 69th year of the Commonwealth.

SHEPARD G. MILLER.

Clerk's costs		$6 99
Atto.	"	2 50
Sheff.	"	1 13
Tax,	"	50
		$11 12

Sheriff's return on said execution: No property of the def't, John L. Hudgins, found within my bailiwick to satisfy this ex'on, or any part thereof.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *Sh'ff.*

Copies. Teste: SHEPARD G. MILLER. *C. C.*

In Matthews County Quarterly Court, March, 1844.

ZACHARY LEWIS, Plt., against JOHN L. HUDGINS, Dft. } In Debt.

This day came the plaintiff, by his attorney, and the defendant being again solemnly , came not; therefore it is considered by the court that the plaintiff recover against the defendant fifty dollars, the debt in the declaration mentioned, with interest thereon, to be computed after the rate of six per centum per annum from the 23d day of January, one thousand eight hundred and forty-three, till payment, and his costs by him about his suit in this behalf expended. And the said def't in mercy, &c.

Plts. costs, $9 67.

The following is a copy of the obligation upon which the foregoing judgment was obtained, viz:

$50. On demand, for value received, I bind myself, my heirs or assigns, to pay Zachary Lewis, his heirs or assigns, the sum of fifty dollars.

Witness my hand and seal this 23d day of January, eighteen hundred and forty-three.

JOHN L. HUDGINS. [SEAL.]

Teste: WM. B. LEWIS.

The following is a copy of the execution and sheriff's return in the foregoing case:

The Commonwealth of Virginia to the Sheriff of Matthews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins, in your bailiwick, you cause to be made fifty dollars, with interest at

six per cent. from the 23d day of January, 1843, till paid, which Zachary Lewis, late in our county court of Matthews, hath recovered against him for debt, also nine dollars and 67 cents, which to the said Zachary Lewis, in the same court, were adjudged for his costs by him about his suit in that behalf expended, whereof the said John L. Hudgins is convict, as appears to us of record, and that you have the same before the justices of our said court, at the court-house, on the second Monday in June next, to render to the said Zachary Lewis of the debt and costs aforesaid, and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 26th day of March, 1844, and in the 68th year of the Commonwealth.

SHEPARD G. MILLER.

Cl'k - - -	$5 62
Att'y - - -	2 50
She'f - - -	1 05
W. tax - -	50
	$9 67

Sheriff's return on said execution, to wit: No estate found to satisfy this ex'on.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *She'ff.*

Copies. Teste: SHEPARD G. MILLER, *C. C.*

A.

Mr. Jno. L. Hudgins,
To R. M. Glasscock. Dr.

1840, Sept.	15.	To visit and medicine per wife - -	$2 37½
Nov.	22.	To visit to son Andrew - - -	2 00
"		To bleeding Andrew - - - -	1 00
"		To medicine do. - - - -	37½
Nov.	24.	To blister for son Andrew - - -	1 00
	26.	To visit to son Andrew - - -	2 00
		To extracting teeth for son Maxwell -	1 00
1841, July	10.	To extracting teeth for serv't Cyrus -	1 00
Aug.	4.	To prescription and med., serv't Lydia	1 75
	11.	To two doses medicine - - -	75
Sept.	26.	To visit to son Andrew - - -	2 00
	27.	To extracting tooth for servant - -	1 00
		To syrup squills per wife - - -	62½
	28.	To visit to son Andrew - - -	2 00
1842. Jan.	3.	To visit to son Maxwell - - -	2 00
"	3.	To bleeding Maxwell - - -	1 00
"	3.	To two blister plasters do. - -	2 00
"	3.	To attendance on Maxwell several days and nights together - - -	10 00
"	3.	To various medicines do. same time -	1 00

April	13.	To sulphuric ether and laudanum -	75
May	24.	To vial sulphuric ether - - -	75
Sept.	11.	To visit to son Andrew - - -	2 00
		To bleeding Andrew and med. - -	1 37½
		To night's attendance - - -	2 50
	13.	To visit and quinine for Andrew - -	3 00
	24.	To tonic powder for Andrew - -	37½
	28.	To extracting tooth per daughter Alice -	1 00
	30.	To prescription and med. per self -	1 37½
Oct.	1.	To prescription and quinine pills - -	2 00
	6.	To quinine per self - - - - -	1 00
July	21.	To visit to self - - - - - -	2 00
		To bandaging and setting fractured ribs	10 00
		Carried forward - - -	$63 00
		Brought forward - - -	63 00
1842, Aug.	10.	To visit and med. per Thomas - -	2 75
1843, Oct.	21.	To visit and medicine per wife - -	2 37½
	23.	To visit and med. do. - -	2 37½
	24.	To visit and bleeding wife - - -	3 00
		To medicines do. - - -	75
	27.	To visit to wife - - - - -	2 00
	29.	To visit and chloride soda - - -	2 37½
		To prescription and med., son And. -	1 37½
	30.	To visit - - - - - - -	2 00
Nov.	1.	To visit and med. per wife - - -	2 37½
	3.	To visit - - - - - - -	2 00
	4.	To visit to wife - - - - -	2 00
	5.	To visit and night's attend. per wife -	5 00
	6.	To visit - - - - - - -	2 00
	7.	To visit to wife - - - - -	2 00
Dec.	4.	To visit, med., and bleeding wife -	3 37½
	7.	To visit and med. per wife - - -	2 37½
			$103 12½
By 15 bushels of oats, 25 cents per bushel - - -			3 75
		Balance due - - -	$99 37½
By 4 barrels of corn, *a* $2 50 - - - - -			$10 00
By four hundred bundles fodder, 62½ - - - -			2 50
			12 50
			$86 87½

MATTHEWS COUNTY, *to wit:*

This day, R. M. Glasscock personally appeared before me and made oath that the within acc. of $86 87½ is just and true.

Given under my hand, this 17th day of Dec., 1845.

W. G. LANE, *J. P.*

A transcript of the record.

Teste: P. MAYO, *Clerk.*

Clerk's fees for the foregoing copies, $51 93, charged to Wyndham Kemp.

LOFTIN N. ELLETT, *Clerk.*

I, Loftin N. Ellett, clerk of the circuit court of the United States for the fourth circuit and district of Virginia, do certify that the foregoing are true copies of papers filed as exhibits in two suits lately depending in the said court, in which decrees were entered for the plaintiff on the 27th June, 1855; and from said decrees appeals were taken by the defendants to the Supreme Court of the United States; and which said papers do not appear to have been copied in the records of the proceedings in said suits certified to the Supreme Court, to wit: one case in the name of Wyndham Kemp, assignee in bankruptcy of John L. Hudgins, plaintiff, against Robert Hudgins, John L. Hudgins, Elliott W. Hudgins, and Rebecca P. Hudgins, executrix of Albert G. Hudgins, deceased, defendants; and the other case in the name of the same plaintiff against Elliott W. Hudgins and John L. Hudgins, defendants.

In testimony whereof, I hereto subscribe my name, and annex the [SEAL.] seal of the said circuit court, this 16th day of November, 1857.

LOFTIN N. ELLETT, *Clerk.*

Filed 20th Nov'r, 1857.